

**ASSIGNMENT AND ASSUMPTION OF AGREEMENTS  
WITH ROCHE DIAGNOSTIC CORPORATION RELATED TO  
TULARE REGIONAL MEDICAL CENTER**

---

This assignment and assumption agreement is made as of the 3rd day of October, 2019 (the "Effective Date"), between and among Tulare Local Healthcare District, a California health care district doing business as Tulare Regional Medical Center ("TRC"), Adventist Health Tulare, a California nonprofit religious corporation ("AHT") and wholly owned subsidiary of Adventist Health System/West doing business as Adventist Health ("AHW"), and Roche Diagnostics Corporation ("RDC").

**Recitals**

WHEREAS:

- A. RDC and TRC have been parties to a certain Master Agreement effective as of December 28, 2010 (the "TRC-RDC Agreement");
- B. RDC and TRC have also been parties to a certain Product Schedule No. 41037578 effective as of December 28, 2010, a true and complete copy of which, together with amendments and supplements, is attached hereto as Exhibit A (the "Schedule");
- C. Certain equipment and related items (collectively the "Equipment") described in the Schedule were rented by TRC from RDC as owner of the Equipment;
- D. On September 30, 2017 (the "Petition Date"), TRC filed a voluntary petition under Chapter 9 of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*) commencing Case No. 17-13797 (the "Case") before the United States Bankruptcy Court for the Eastern District of California, Fresno Division ("Bankruptcy Court");
- E. As of the Petition Date TRC was the owner and operator of a 112 bed general acute care hospital located at 869 N. Cherry Street, Tulare, California, and related outpatient services and clinics (collectively the "Facilities");
- F. Under an Order entered in the Case by the Bankruptcy Court on August 3, 2018, TRC was authorized to sell / lease or otherwise transfer all of the Facilities to AHT (the "Transaction"), and AHT currently is the owner / lessee and operator of the Facilities;
- G. Under an Order entered in the Case by the Bankruptcy Court on February 21, 2019 (the "Rejection Order"), TRC was authorized to reject the Schedule and RDC became entitled to terminate the Schedule and repossess the Equipment;
- H. As an accommodation of the Transaction and AHT's continued use of the Equipment in operation of the Facilities, RDC has not terminated the Schedule or repossessed the Equipment and accordingly the Schedule has remained in effect as to AHT on a month-to-month basis for full billing months (the "Monthly Renewal") pursuant to Section 10.1 of the above-referenced TRC-RDC Master Agreement;
- I. AHW and RDC have been parties to a certain Supply Agreement (Contract no. AH-LA-005) dated February 5, 2018, as modified by a certain amendment dated February 19, 2019, which included the Facilities within the scope of the Supply Agreement (together the "AHW-RDC Agreement");
- J. AHT desires to establish and confirm its ability to continue to possess and use the Equipment and otherwise to succeed to certain of TRC's rights and interests under the Schedule as

more specifically provided below; and

K. As an accommodation only, TRC is willing to assign its rights and interests under the Schedule to AHT subject to the limitations that such assignment (i) is not in TRC's capacity as a debtor in the Chapter 9 Case but instead as a party to the Schedule which essentially has been rejected by TRC, (ii) is not in derogation of any provisions in or consequences of the Rejection Order as they may pertain to TRC, and (iii) is subject to the additional terms and conditions provided below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

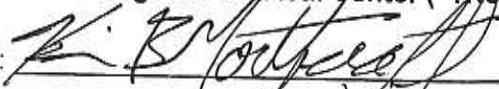
### Agreement

1. Assignment As an accommodation, TRC hereby conveys, assigns and transfers to AHT all right, title and interest of TRC in, to and under the Schedule. Without limiting the generality of the foregoing, TRC hereby relinquishes and surrenders to RDC and AHT, as their respective interests may appear from and after the Effective Date, any and all rights that TRC has had to rent the Equipment from RDC and to possess and operate the Equipment within the Facilities.
2. Assumption AHT hereby accepts the conveyance, assignment and transfer provided in paragraph 1 hereof, and hereby assumes and agrees to pay, perform and discharge all of the obligations, covenants and duties of TRC as "Customer" under and pursuant to the Schedule in accordance with its terms from and after the Effective Date. Without limiting the generality of the foregoing, AHT hereby recognizes that from and after the Effective Date it is bound by all provisions in the Schedule associated with (a) rental of the Equipment from RDC and (b) Services provided by RDC for the Equipment.
3. Limitations TRC shall remain solely responsible for and liable to RDC with respect to any obligations, covenants and duties which arose under or in relation to the Schedule prior to the Effective Date; *provided, however*, that nothing herein shall increase or otherwise alter whatever liabilities TRC to RDC. Without limiting the generality of the foregoing, RDC hereby waives and releases TRC from any and all claims RDC could otherwise possibly have against TRC under or as a result of this agreement. AHT shall be solely responsible for and liable to RDC with respect to any obligations, covenants and duties which arise under or in relation to the Schedule on and after the Effective Date.
4. Applicable Terms The terms, conditions and other provisions of the AHW-RDC Agreement are incorporated herein and hereby made applicable to and binding upon AHT and RDC to the extent they are not inconsistent with the Schedule or other subjects of this agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Schedule or the AHW-RDC Agreement, as appropriate. For the avoidance of doubt and notwithstanding any provision herein or in any other contract between RDC and AHT which may be to the contrary, RDC's sale, lease or other provision to AHT of Reagents/Supplies, Equipment, Services and other items at or in connection with the Facilities shall from and after the Effective Date be governed by and conform to the pricing and other terms contained in the Schedule or invoices issued by RDC (unless separately agreed hereafter between AHT and RDC); *provided, however*, that no annual or other periodic Commitments with respect to any Reagents/Supplies shall be applicable to or binding upon AH. Unless and until terminated upon 30 days prior written notice by either party, the Schedule shall be and remain in effect between AHT and RDC on a Monthly Renewal basis.
5. Consent RDC hereby agrees and consents to the assignment of the Schedule by TRC and the assumption of the Schedule by AHT in accordance with and subject to the terms, conditions and other provisions set forth herein.
6. Miscellaneous This agreement embodies the entire agreement among, and the understanding of, the parties hereto with respect to the subject matter contained herein, and supersede all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties hereto with respect to the subject matter contained herein. No extension, modification or amendment of this

agreement will be binding upon a party hereto unless such extension, modification or amendment is set forth in a written instrument which is executed and delivered on behalf of such party. The Schedule and this agreement will be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable. This agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. This agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Signatures of a party to this agreement which are sent to the other parties by facsimile (including email) transmission will be binding as evidence of acceptance of the terms hereof by such signatory party.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first above written.

**TULARE REGIONAL HEALTHCARE DISTRICT,  
a California health care district doing business  
as Tulare Regional Medical Center ("TRC")**

By: 

Name / Title: Kevin B. Northcraft

Date: 23 Oct 2019

**ADVENTIST HEALTH TULARE,  
a California nonprofit religious corporation  
doing business as Adventist Health ("AH")**

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

Name / Title: Randy Dodd, President

Date: October 3, 2019

**ROCHE DIAGNOSTICS CORPORATION**

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

Name / Title: \_\_\_\_\_

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

## Roche Diagnostics Corporation Product Schedule

### 1. Customer Information

Customer Name:	TULARE LOCAL HOSPITAL DISTRICT 4858-DBA TULARE REGIONAL CENTER
Customer Account Number:	0055041386
Equipment Address:	869 CHERRY ST TULARE, CA 93274-2207 US
Billing Address:	869 N CHERRY ST TULARE, CA 93274
GPO Affiliation:	BROADLANE
Master/Alliance Agreement #:	
Schedule #:	
Schedule Term:	84 Months

For the following Equipment, Services and Discount Information, values for items listed as "Included in Reagents" are provided for use in preparing Your Medicare cost reports.

### 2. Equipment Information

Equipment Number	Equipment	Number Of Training Slots	Equipment Acquisition Type	Equipment Value	Equipment Price Including Financing	Monthly Equipment Payment
1	cobas c 501 analyzer	2	Rental	\$ 188,496.00	No Additional Charge	Included in Reagents
2	cobas e 411 analyzer (Disk)	2	Rental	\$ 92,363.04	No Additional Charge	Included in Reagents
3	cobas@ 6000 analyzer series <c 501   e 601>	2	Rental	\$ 364,425.60	No Additional Charge	Included in Reagents
4	Middleware Connectivity (Standard) v8.10 Package	0	Rental	\$ 18,258.98	No Additional Charge	Included in Reagents

### 3. Services Information

Equipment Number	Equipment	Services Plan	Annual Services Value	Annual Services Price	Services Payment Commencement	Services Payment
1	cobas c 501 analyzer	1 Year Warranty CLASSIC (SILVER) W/REMOTE	\$ 11,984.00	\$ 7,989.33	After Warranty and any No Charge Periods	\$ 665.78 Monthly
2	cobas e 411 analyzer (Disk)	1 Year Warranty CLASSIC (SILVER)	\$ 7,903.00	\$ 5,268.67	After Warranty and any No Charge Periods	\$ 439.06 Monthly

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute. rev. 08/31/2009  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Page 1 of 1 Document ID: O1018633:P0029388 Version: 12/13/2010 9:14:51 A.M. GMT-5

RECEIVED DEC 20 2010

## Roche Diagnostics Corporation Product Schedule

Equipment Number	Equipment	Services Plan	Annual Services Value	Annual Services Price	Services Payment Commencement	Services Payment
3	cobas® 6000 analyzer series <c 501   e 601>	1 Year Warranty PREMIUM (GOLD) W/REMOTE	\$ 28,028.00	\$ 14,578.66	After Warranty and any No Charge Periods	\$ 1,214.89 Monthly
4	Middleware Connectivity (Standard) v8.10	1 Year Warranty Software Maintenance Agreement	\$ 2,100.00	\$ 2,100.00	After Warranty and any No Charge Periods	\$ 175.00 Monthly

### 4. Discount Information

Equipment	Description	Value of Discount
1	cobas e 501 analyzer	\$ 188,496.00
1	CLASSIC (SILVER) W/REMOTE	\$ 3,994.67
1	Training Airfare	Up to \$ 1,300.00
1	Allowance for Ancillary Items	Up to \$10,000.00
1	Equipment Freight	Estimated \$2,520.00
2	cobas e 411 analyzer (Disk)	\$ 92,363.04
2	CLASSIC (SILVER)	\$ 2,634.33
2	Training Airfare	Up to \$ 1,300.00
2	Allowance for Ancillary Items	Up to \$10,000.00
2	Equipment Freight	Estimated \$1,312.00
3	cobas® 6000 analyzer series <c 501   e 601>	\$ 364,425.60
3	PREMIUM (GOLD) W/REMOTE	\$ 13,449.34
3	Training Airfare	Up to \$ 1,300.00
3	Allowance for Ancillary Items	Up to \$15,000.00
3	Construction Allowance	Up to \$10,000.00
3	Equipment Freight	Estimated \$4,360.00
4	Middleware Connectivity (Standard) v8.10	\$ 18,258.98
Other	Reagent Freight for Monthly Standing Order	Estimated Monthly \$545.84

### 5. Roche Agreements to Terminate and/or Equipment to Return

This section is intentionally left blank

### 6. Additional Terms and Conditions

- 6.1 Reagent and Supply Exhibit:** The Reagent and Supply Exhibit attached to this Schedule details Your annual Commitment.
- 6.2 Discounts:** All Equipment, Products, items, allowances and services "Included in Reagents", provided at "No Additional Charge", or identified as Discounts hereunder shall constitute a "Discount" (as that term is defined in 42 CFR part 1001.952(h)) against the Reagents and Supplies that You commit to purchase. In the event of a default by You, Roche may require You to pay for the pro-rata remaining value of any Discounts.
- 6.3 Non-Committed Reagents and Supplies:** Because You have agreed to purchase the quantities

RECEIVED DEC 20 2010



## Roche Diagnostics Corporation Product Schedule

of Reagents and Supplies in the annual Commitment set forth above, Roche hereby agrees to provide You discounted prices on other Products during the term of the Schedule which incorporates this Reagent and Supply Exhibit. If You are a member of a GPO and have acknowledged such affiliation in the Schedule, Your discounted prices will be consistent with the GPO contract.

**6.4 Terms and Conditions for Middleware:** The following terms apply to Your acquisition and use of the Data Innovations Instrument Manager and/or Middleware Solutions products and services selected on this Schedule. All references to "Product" on this Schedule refer to these products and services except where otherwise noted.

### **Certification of Use**

By executing the Schedule, You are certifying that (a) the party signing knows how the Product(s) will be used, and (b) that the Product(s) will not be used in a blood bank or transfusion setting as long as You continue to use the Product. For purposes of this certification, a blood bank or transfusion setting is any setting involving the collection, processing, compatibility testing, storage and/or distribution of blood and blood components, including the manufacturing and maintaining of these products and associated databases. If Your use of the Product(s) changes in a way that causes this certification to become inaccurate, You will notify Roche as soon as possible.

### **Symantec Antivirus End User Terms of Use**

You acknowledge that Symantec Antivirus software is pre-installed and included with the Product(s). You agree that it is subject to the terms of Symantec's standard end user license agreement, a copy of which will be provided to You by Roche with the Product(s).

### **Data Innovations Instrument Manager Terms of Sublicense/Use**

Data Innovations, Inc. owns all intellectual property rights in the Instrument Manager software, whether directly or through a sublicense arrangement with an authorized business partner of Data Innovations. As an authorized business partner of Data Innovations, Inc., Roche is authorized to grant sublicenses to use the Instrument Manager software to You. YOU UNDERSTAND AND AGREE THAT YOU ARE A SUBLICENSE OF ROCHE PERMITTED TO USE THE PRODUCTS AND THE INSTRUMENT MANAGER SOFTWARE INCORPORATED THEREIN ONLY IN ACCORDANCE WITH THE TERMS OF THE SOFTWARE LICENSE INCORPORATED INTO THE INSTRUMENT MANAGER SOFTWARE. YOU FURTHER ACKNOWLEDGE THAT YOUR USE OF THE INSTRUMENT MANAGER SOFTWARE CONSTITUTES ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF USE CONTAINED IN THE INSTRUMENT MANAGER SOFTWARE, INCLUDING, IN PARTICULAR, THE PROVISIONS OUTLINING USE, TRANSFERABILITY, WARRANTY AND LIABILITY. YOU AGREE THAT THE EMBEDDED SOFTWARE SUBLICENSE TERMS ARE ENFORCEABLE AGAINST YOU AS A PART OF THIS SCHEDULE AND YOUR USE OF THIS SOFTWARE EVIDENCES THIS AGREEMENT. The terms of the Instrument Manager software sublicense will survive the termination of the underlying Schedule and Master Agreement and shall remain in effect for as long as You continue to use the Product(s).

### **Middleware Solutions Limitations on Liability**

The Middleware Products being acquired by You offer You the functionality to create and implement algorithms ("Rules-Based Decision Processing") which will direct the Middleware Products in the processing of patient test results. Although the Products include this functionality, You understand that that other than Roche's operator training, Roche will only provide limited guidance regarding implementation of Rules-Based Decision Processing, and that any parameters used for decision-making or "rules" implemented by You using Rules-Based Decision Processing shall be the sole responsibility of You. Accordingly, Roche makes no representations and warranties with respect to any algorithms or rules implemented via Rules-Based Decision Processing and further specifically disclaims any warranties not expressly made herein.

### **Maintenance (Hardware and Software) and Additional Terms of Use**

Software maintenance, if purchased by You, is considered a "Service" as defined in the Master Agreement and this Schedule, and all terms of this Schedule applicable to Service on Equipment shall

## Roche Diagnostics Corporation Product Schedule

also apply to Roche's maintenance of the Product(s). In addition, the following terms applicable to Roche's provision of Service and Your use of the Product(s) shall also apply, and, in the event of a conflict with any other terms of this Schedule or Master Agreement, shall control:

- (a) Unless specified otherwise, maintenance will include both software and hardware maintenance and the term "Products" as used in this section will include both software and hardware provided by Roche as Product(s).
- (b) On-site update training can be obtained from Roche at an additional cost.
- (c) All maintenance and support provided to You relating to the Products shall be performed via telephone, modem connection, and/or web tunneling, or, in the case of updates, via best delivery method as determined by Roche. You are responsible for the installation of all updates within 30 days of receipt.
- (d) On-site troubleshooting or reinstallation of software will be billed at Roche's normal hourly rates for service/repairs, including travel expenses.
- (e) Service of the Product(s) by anyone other than Roche personnel or Roche-designated vendors will void Roche's obligation to provide Product maintenance under this Schedule and will void any remaining warranty on the Product(s), without payment of a penalty or refund of funds by Roche. (For example, Roche may instruct You to swap out a printer, keyboard or monitor). In all cases, appropriate mode of service will be determined by Roche. You may not (a) make configuration changes to the software, (b) load or change a software driver except as specifically directed by Roche, or (c) make any other similar change. Any of the foregoing changes will void any remaining warranty on the Products and any computer hardware provided by Roche.
- (f) Warranty on the software included with the Product(s) is as stated in the Data Innovations Instrument Manager Sublicense/Terms of Use. Roche will provide a twelve (12) month warranty on all computer hardware provided by Roche (for example, CPU, monitor, barcode scanners and like products), regardless of manufacturer's warranty. Troubleshooting of any computer hardware included as or with any Product(s) will only be provided to the extent such hardware remains under a Roche warranty or service contract. In the event of hardware failure, Roche will, at Roche's option, either (a) dispatch a manufacturer's representative, (b) dispatch a Roche representative, or (c) ship a replacement unit and require You to return the defective unit to Roche. Roche will coordinate with the manufacturer to dispatch a manufacturer's service representative to address hardware issues at Roche's discretion, if provided by the manufacturer's warranty. Roche will only provide support for hardware provided by Roche.
- (g) Roche's service obligations specifically exclude the following: (a) services such as the integration of the Product(s) with equipment not provided by Roche (b), provision of or servicing of uninterruptible power supplies, power conditioners and other items external to the Products, or (c) maintenance or support necessary to remedy breakdown or damage caused by unauthorized installed software, software updates, non-Roche equipment or computer hardware or other accessories external to the Product(s) or other Roche equipment

**6.5 Middleware Products Changes:** Up to one change or addition, not to exceed \$7,500, may be made to the contracted software licenses and/or accessories up to 45 days after the shipment of Your Middleware Products listed in this Schedule to accommodate Your unanticipated laboratory workflow needs. The Middleware Products, as well as the delivery timelines and expectations, may be revised by Roche in accordance with any change You request. Deletions of any software licenses and/or accessories will not be credited back to You after it ships if Your system configuration changes. Unless You specifically request otherwise, Roche reserves the right to ship You a newer version of the Middleware Products than is stated in this Schedule, but Roche will notify You if this occurs.

**6.6 Included in Equipment:** Equipment #4 includes the following items:  
1 UPS 600W ABCE600 (STANDARD CLASS)  
2 DEVICE SERVER 1 PORT UDS1100

## Roche Diagnostics Corporation Product Schedule

1 EQUINOX 16 PORT SERIAL MODULE RJ45  
1 EQUINOX EXPANDABLE PCI BUS EQB64  
2 BELKIN CAT5 RJ45M-M GRAY 7FT  
1 BELKIN CAT5 RJ45M-M GRAY 50FT  
1 PC TABLE - FINISHED 24IN ANTHRO TABLE FOR DI  
1 INSTRUMENT MANAGER CONNECTION LICENSE  
1 NETWORK SWITCH/ETHERNET 10/100 16 PORT  
2 CABLE KIT RCH-02 DI  
1 SYMANTEC ANTIVIRUS V11  
1 REMOTE ACCESS PACKAGE

**6.7 Allowance for Ancillary Items:** In connection with the acquisition of Equipment, Roche agrees to facilitate Your acquisition of an LIS interface and/or water filtration system and/or training (the "Ancillary Items") by providing a credit to You to be applied against any future Roche invoice for Products included on this Schedule. This credit may be applied only during a twelve (12) month period beginning on the date on which Roche signed this Schedule and will be applied by Roche only after You have: (a) engaged a third party vendor to provide the Ancillary Items and ensured satisfactory installation at Your site; (b) provided Roche with reasonable proof that the work has been completed (for example, vendor's final invoice); and (c) provided Roche with reasonable proof of payment to vendor. Any portion of the credit not applied to a Roche invoice during the twelve (12) month period set forth above will automatically expire.

**6.8 Construction Allowance:** In connection with the acquisition of Equipment, Roche agrees to provide You with a construction allowance for reasonable and necessary construction costs related to the Equipment in this Schedule Up to \$10,000.00. Roche shall only reimburse You for reasonable and necessary construction costs related to the installation of the Equipment pursuant to the following parameters:

- (a) Roche will reimburse only for construction costs that are necessary for the installation and operation of new Equipment AND reasonable in scope and amount, not to exceed the amount stated above.
- (b) Any reimbursement for construction costs constitutes a Discount against the Reagents and Supplies purchased hereunder.
- (c) If You do not purchase the total term Commitment set forth in the Schedule and attached Reagent and Supply Exhibit, You must repay the pro-rata remaining value of the construction costs that were reimbursed to You.
- (d) Construction costs will be reimbursed pursuant to the following process and conditions:
  - 1) You must provide blueprints of the construction project and related documentation supporting the construction costs which will be reviewed by an independent contractor that is selected by Roche. The independent contractor will review the blueprints and other documentation to determine whether the scope and costs are reasonable and necessary. You must comply with all requests for any additional documents.
  - 2) The independent contractor will report back to Roche with a summary of the review and a determination of appropriate cost and scope of the construction project.

The construction reimbursement will be paid only after You have: (a) received approval for the construction plans and allowance amount through Roche, as detailed above; (b) engaged a third party contractor and ensured satisfactory completion of the construction project at Your facility; (c) provided Roche with reasonable proof that the work has been completed (for example, contractor's final invoice); and (d) provided Roche with proof of payment to the contractor. Reimbursement will be issued in the form of a check to You from Roche as soon as reasonably practicable after the foregoing conditions have been satisfied. Roche's obligation to pay a reimbursement will automatically expire twelve (12) months from the date on which Roche signed this Schedule, regardless of whether You have obtained the full amount of reimbursement dollars available to You pursuant to this Section.



## Roche Diagnostics Corporation Product Schedule

- 6.9 Training Airfare:** Roche will provide standard coach class airfare for one (1) operator trainee up to \$650 to and from Indianapolis, Indiana, for each Equipment training slot identified in this Schedule.
- 6.10 Monthly Standing Order:** Roche agrees to pay for standard shipping and delivery charges for one standing order of Reagents and Supplies per month. If You request to expedite the standing order, You agree to pay for these expedited shipping and delivery charges. You will also pay for the shipping and delivery charges on all other orders of Reagents and Supplies that You order from Roche.
- 6.11 Equipment Freight:** Roche agrees to pay for any standard Equipment shipping and delivery charges related to the Equipment number listed and specified in Section 4 "Discount Information" of the Schedule. All other Equipment shipping and delivery charges (including any expedited delivery charges) shall be paid by You.
- 6.12 Training:** Roche will provide technical training for the Products acquired under this Schedule. Roche will assume responsibility for expenses Roche deems reasonable and necessary to provide this training, such as tuition, meals, ground travel and lodging. Additional telephone support is available 365 days per year, by calling Roche at 1-800-440-3638.

### 7. Authorized Acceptance:

By signing this Schedule You warrant that You have the authority to execute this Schedule on behalf of Customer.

Customer ("You", "Your", "Customer"):	Roche Diagnostics Corporation ("Roche", "RD", "RDC"):
Signature: <i>Fred Capozzello</i>	Signature: <i>Kathy Brittingham-Walker</i>
Print Name: FRED CAPOZZELLO	Print Name: Kathy Brittingham - Walker
Title: CFO / COO	Title: Manager, Customer Contracting Center
Date: 12/28/10	Effective Date: 12/28/10

Upon Your Execution of the Schedule, an Authorized Roche Representative in Indianapolis, Indiana will complete the Master/Alliance Agreement Number, Schedule Number, and Roche Authorized Acceptance section and send a fully-executed copy to You.

RECEIVED DEC 20 2010



*Financial Proposal*  
*for*  
**TULARE DISTRICT HOSP**

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute. rev. 08/31/2009  
CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS  
C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are  
their respective owners.

Modified VT BT 362 12.10.2010

Document ID: O1018633:P0029388 Version: 12/10/2010 02:37:32 P.M. GMT

RECEIVED DEC 20 2010



Dear Ms. Fong,

**Re: Proposal dated December 10, 2010**

Roche Diagnostics Corporation is pleased to provide you with this financial proposal, which offers you the latest in innovative solutions for your laboratory diagnostic product needs. This financial proposal is for your consideration and evaluation and is valid for 90 days from the date above.

Based on the information you have provided to us, we have included a summary of your estimated annual expenditures. This summary provides you with details regarding instrumentation, your annual reagent commitment, and applicable services.

Please feel free to call me with any questions regarding this proposal. We look forward to working with you to provide you with quality products and services.

Sincerely,

Roche Diagnostics Sales Team

Ryan Gossett, Account Executive  
ryan.gossett@roche.com, 702-480-9870

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute. rev. 08/31/2009  
CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS  
C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are  
their respective owners.

Modified VT BT 362 12.10.2010

Document ID: O1018633:P0029388 Version: 12/10/2010 02:37:32 P.M. GMT

RECEIVED DEC 20 2010



## Executive Financial Summary

**TULARE DISTRICT HOSP**  
**GPO Affiliation: BROADLANE**  
**Term: 84 Months**

The Executive Financial Summary is being provided as an overview of the deal along with the estimated annual expenditures. This information is provided as a reference and is not intended to be part of the definitive agreement.

Overview						
Equipment Number and Description	Acquisition Type	Equipment Price without financing	Annual Equipment Payment	Annual Services Amount	Annual Services Payment*	Estimated Annual Reagents and Supplies
1. cobas c 501 analyzer	Rental	No Additional Charge	Included In Reagents	\$ 11,984.00	\$ 11,984.00	\$ 46,312.83
2. cobas e 411 analyzer (Disk)	Rental	No Additional Charge	Included In Reagents	\$ 7,903.00	\$ 7,903.00	\$ 32,396.58
3. cobas@ 6000 analyzer series <c 501   e 601>	Rental	No Additional Charge	Included In Reagents	\$ 21,868.00	\$ 21,868.00	\$ 317,589.40
4. Middleware Connectivity (Standard) v8.10 Package	Rental	No Additional Charge	Included In Reagents	\$ 2,100.00	\$ 2,100.00	NA

\*Dependent upon Service Commencement Date

Estimated Annual Expenditures (Includes Equipment, Services, Reagents/Supplies and Discounts)								
Equipment Number	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Expenditures per Equipment
1	\$ 46,312.83	\$58,296.83	\$58,296.83	\$58,296.83	\$58,296.83	\$46,312.83	\$46,312.83	\$372,125.81
2	\$ 32,396.58	\$40,299.58	\$40,299.58	\$40,299.58	\$40,299.58	\$32,396.58	\$32,396.58	\$258,388.06
3	\$317,589.40	\$339,457.40	\$339,457.40	\$339,457.40	\$339,457.40	\$317,589.40	\$317,589.40	\$2,310,597.80
4	\$ 0.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 12,600.00
Total Annual Expenditures	\$396,298.81	\$440,153.81	\$440,153.81	\$440,153.81	\$440,153.81	\$398,398.81	\$398,398.81	\$2,953,711.67

**Note:** The above Estimated Annual Expenditures reflect the proposed Products, volumes and pricing offered in this proposal. Changes to Products, volumes or pricing will impact the Estimated Annual Expenditures.

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute. rev. 08/31/2009  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Modified VT BT 362 12.10.2010  
 Document ID: O1018633:P0029388 Version: 12/10/2010 02:37:32 P.M. GMT

RECEIVED DEC 20 2009





# Reagent and Supply Exhibit

## TULARE DISTRICT HOSP

Instrument: cobas c 501 analyzer- Quantity: 1

### Product Commitment

#### Reagent Commitment

Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Commitment")	Annual Committed Total
<b>Clinical Chemistry</b>					
Alanine Amino-Transferase (IFCC without P5P)	cobas INTEGRA ALANINE TRANSAMINASE 500	20764957322	\$ 28.65	16	\$ 458.40
Albumin (BCG)	cobas INTEGRA ALBUMIN 2	03183688122	\$ 17.28	26	\$ 449.28
Alkaline Phosphatase (IFCC)	cobas INTEGRA ALKA PHOSPHATASE GEN 2 LG	03333701190	\$ 22.98	20	\$ 459.60
Amphetamines (Qual 1000 Cutoff)	cobas ONLINE DAT AMPHETAMINE II/200	04939425190	\$ 84.27	23	\$ 1,938.21
Amylase (Enzymatic EPS)	cobas INTEGRA AMYLASE 2	03183742122	\$ 89.10	5	\$ 445.50
Barbiturates (Qual 200 cutoff)	COBAS BARBITURATES	04490754190	\$ 84.27	23	\$ 1,938.21
Benzodiazepines (Qual 100 cutoff)	COBAS BENZODIAZEPINES	04490789190	\$ 84.27	23	\$ 1,938.21
Bicarbonate (Enzymatic PEPC)	cobas INTEGRA BICARBONATE LIQUID	03289923190	\$ 9.38	30	\$ 281.40
Bilirubin Direct (Jendrassik-Gruff)	cobas c (501) D-BILI	04924495190	\$ 61.52	9	\$ 553.65
Bilirubin Total (Diazo)	cobas INTEGRA TOTAL BILURUBIN SPECIAL	03261638190	\$ 14.40	27	\$ 388.80
BUN/UREA (Urease GLDH)	cobas C INTEGRA UREAL	04460715190	\$ 21.78	14	\$ 304.92
Calcium (o-Cresolphthalein)	cobas INTEGRA CALCIUM 300	20763128322	\$ 17.27	23	\$ 397.21
Cannabinoids (Qual 100 cutoff)	COBAS THC	04491009190	\$ 32.81	23	\$ 754.63
Chloride (ISE)	HI CL ELECT CARTRIDGE	03246353001	\$ 10.13	7	\$ 70.91
Cholesterol (CHOD-PAP)	cobas INTEGRA CHOL 2 (CHOL CHOD PAP HICO)	03039773190	\$ 17.61	13	\$ 228.93
Cocaine (Qual 150 cutoff)	COBAS COCAINE	04490827190	\$ 86.85	23	\$ 1,997.55
Creatine Kinase - MB (Enzymatic UV)	cobas C INTEGRA CKMBL	04525299190	\$ 112.26	10	\$ 1,122.60
Creatinine (Jaffe)	cobas C INTEGRA CREA GEN 2	04810716190	\$ 28.87	10	\$ 288.70
CRP (Immunoturbidimetric)	cobas INTEGRA C-REACTIVE PROTEIN LATEX 3	20764930322	\$ 329.37	5	\$ 1,646.85
Glucose (Hexokinase)	cobas INTEGRA	04404483190	\$ 70.06	15	\$ 1,050.90

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: 01018633:P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5

Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials

To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Commitment")	Annual Committed Total
HBA1C (IFCC Immunoturbidimetric /whole blood)	GLUCOSE HK GEN 3 cobas INTEGRA (311,501,800) HBA1C GEN 2	04528123190	\$ 350.85	13	\$ 4,561.05
HDL-Cholesterol (Direct)	cobas C INTEGRA HDL-C Gen 3	04399803190	\$ 255.04	9	\$ 2,303.46
Lipase (Enzymatic colorimetric)	cobas INTEGRA LIPASE COLORIMETRIC 200T	03029590322	\$ 65.82	13	\$ 855.66
Magnesium (Colorimetric)	cobas INTEGRA MAGNESIUM 175	20737593322	\$ 10.13	6	\$ 60.78
Methadone (Qual 300 cutoff)	cobas METHADONE	04490851190	\$ 83.50	23	\$ 1,920.50
Opiates (Qual 2000 cutoff)	COBAS OPIATES	04490894190	\$ 86.85	23	\$ 1,997.55
Phencyclidine (Qual 25 cutoff)	COBAS PCP	04490908190	\$ 86.27	23	\$ 1,984.21
Potassium (ISE)	H/K ELECTRODE CARTRIDGE	10825441001	\$ 12.67	7	\$ 88.69
Sodium (ISE)	H/NA ELECTRODE CARTRIDGE	10825468001	\$ 12.73	7	\$ 89.11
Total Protein (Biuret)	cobas INTEGRA TP GEN. II	03183734190	\$ 17.23	23	\$ 396.29
Triglycerides (Enzymatic GPO)	cobas INTEGRA TRIG GPO 250	20767107322	\$ 14.40	7	\$ 100.80
<b>Clinical Chemistry Totals:</b>					<b>\$ 31,072.56</b>
<b>Annual Total:</b>					<b>\$ 31,072.56</b>

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
Document ID: O1018633;P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
Modified VT BT 362 12.10.2010  
Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials  
Roche Initials  
To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



## Non-Committed Product Pricing

### Calibrators

Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
AMMONIA/ETHANOL/CO2 CAL	20751995190	\$ 44.55	4	\$ 178.20
C.I.a.s. PROTEINS	11355279160	\$ 146.42	1	\$ 146.42
CFAS DAT QUALITATIVE PLUS CLINICAL	04590856190	\$ 102.50	6	\$ 615.00
cobas C (311.501) CFAS HBA1C, 3 X 2 ML	04528417190	\$ 59.40	2	\$ 118.80
cobas INTEGRA CFAS CKMB	11447394216	\$ 87.85	2	\$ 175.70
cobas INTEGRA-H CFAS NO DIL 12X3ML	10759350360	\$ 50.74	13.05	\$ 662.35
LIPIDS CFAS	12172623160	\$ 38.70	3.33	\$ 129.00
PRECISET DAT PLUS I	03304671190	\$ 91.00	6	\$ 546.00
<b>Calibrator Total:</b>				<b>\$ 2,571.47</b>

Per the package insert, You have the option to utilize frozen storage and handling for certain calibrators. You have agreed that You will utilize frozen storage and handling for these applicable calibrators. To the extent You determine not to utilize the frozen handling option, Your Calibrator Total as listed in this Exhibit may increase.

### Consumables

Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
cobas C (501) HBA1C HEMOLYZING REAGENT	04528182190	\$ 85.00	7	\$ 595.00
cobas C (501) INTERNAL STANDARD GEN 2	04522320190	\$ 44.33	3	\$ 132.99
cobas C (501) ISE Diluent GEN 2	04522630190	\$ 32.63	4	\$ 130.53
cobas C (501) REACTION CELL SET	04854241001	\$ 782.29	4	\$ 3,129.16
cobas C MULTICLEAN (12X70 ML)	04708725190	\$ 63.17	2	\$ 126.34
cobas C NAOL 9% DILUENT	04489357190	\$ 16.00	2	\$ 32.00
cobas C NaOH-D	04489241190	\$ 8.03	406	\$ 3,260.18
cobas C SMS	04489225190	\$ 6.54	60	\$ 392.40
cobas INTEGRA ISE ACTIVATOR	04663632190	\$ 63.95	2	\$ 127.90
HV ACID WASH SOLUTION	11555421216	\$ 37.27	12	\$ 447.24
HV HITERGENT 12x70ML	11555448216	\$ 139.27	8	\$ 1,114.16
HV ISE REFERENCE ELECTRODE	03149501001	\$ 66.28	2	\$ 132.56
HV ISE STD HIGH 10X3ML	11183982216	\$ 19.90	37	\$ 736.30
HV ISE STD LOW 10X3ML	11183974216	\$ 19.90	37	\$ 736.30
ISE REFERENCE ELECTROLYTE 300ML	11360981216	\$ 19.90	3	\$ 59.70
KIT NAOH-D/BASIC WASH 2 X 1.8L	04880285190	\$ 22.00	60	\$ 1,320.00
SAMPLE CUP (5000 PCS.)	10394246001	\$ 196.04	1	\$ 196.04
<b>Consumable Total:</b>				<b>\$ 12,668.80</b>

### Equipment Support Products

Material Name	Catalog Number	Contract Price
HALOGEN LAMP	04813707001	\$ 266.39
NOZZLE REAGENT	04804376001	\$ 573.54
NOZZLE TIP	03736148001	\$ 55.00
PINCH VALVE TUBE ASSY ( 3 PCS )	04813758001	\$ 41.58

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.

Document ID: 01018633:PO029388 Version: 12/10/2010 9:37:27 A.M. GMT-5

Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials

To be initialed by an authorized Roche representative in Indianapolis, IN

*WJ*  
*Yesen*



Material Name	Catalog Number	Contract Price
PROBE ISE	04814053001	\$ 535.94
PROBE SAMPLE	04547241001	\$ 739.63
R SEAL PIECE D1	04894162001	\$ 175.00
R SEAL PIECE U1	04894189001	\$ 165.00
S SEAL PIECE D SET ( 10 PCS )	04813855001	\$ 175.00
S SEAL PIECE U SET ( 10 PCS )	04813847001	\$ 165.00
SIPPER TUBE ASSY ( 5 PCS )	04813766001	\$ 35.00

Roche Diagnostics Corporation; Confidential information - Do not copy or distribute.  
CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are  
trademarks of Roche. All other product names and trademarks are their respective owners.  
Document ID: O1018633:P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
Modified VT BT 362 12.10.2010  
Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials  
Roche Initials  
To be initialed by an authorized Roche  
representative in Indianapolis, IN

RECEIVED DEC 20 2010





**TULARE DISTRICT HOSP**

Instrument: cobas e 411 analyzer (Disk)- Quantity: 1

**Product Commitment**

**Reagent Commitment**

Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Commitment")	Annual Committed Total
<b>Immunodiagnosics</b>					
HCG (ECLIA /STAT)	ELECSYS HCG STAT II	03300811190	\$ 74.34	13	\$ 966.42
ProBNP (ECLIA)	cobas e-ELECSYS PROBNP GEN.2	04842464160	\$ 1,700.00	10	\$ 17,000.00
Thyroid Stimulating Hormone (ECLIA)	cobas e-ELECSYS TSH	11731459160	\$ 114.15	7	\$ 799.05
Thyroxine (ECLIA)	cobas e-ELECSYS T4	12017709160	\$ 99.38	7	\$ 695.66
Troponin I (ECLIA /STAT)	cobas e-ELECSYS TROPONIN I STAT	05094798160	\$ 263.74	26	\$ 6,909.24
<b>Immunodiagnosics Totals:</b>					<b>\$ 26,370.37</b>
<b>Annual Total:</b>					<b>\$ 26,370.37</b>

Roche Diagnostics Corporation; Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: O1018633;P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
 Modified VT BT 362 12.10.2010  
 Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials

To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



## Non-Committed Product Pricing

### Calibrators

Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
cobas e-ELECSYS PROBNP CS GEN 2	04842472190	\$ 63.93	10	\$ 639.30
cobas e-ELECSYS TROPONIN I STAT CS	05094801190	\$ 63.80	2	\$ 127.60
ELECSYS HCG STAT II CALSET	03303071190	\$ 63.95	7.14	\$ 456.79
ELECSYS T4 CALSET	12017717122	\$ 63.80	5	\$ 319.00
ELECSYS TSH CALSET GEN 2	04738551190	\$ 63.33	5	\$ 316.65
<b>Calibrator Total:<sup>1</sup></b>				<b>\$ 1,859.34</b>

<sup>1</sup> Per the package insert, You have the option to utilize frozen storage and handling for certain calibrators. You have agreed that You will utilize frozen storage and handling for these applicable calibrators. To the extent You determine not to utilize the frozen handling option, Your Calibrator Total as listed in this Exhibit may increase.

### Consumables

Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
cobas e-ELECSYS HCG CALCHECK 5	05579082160	\$ 180.00	2	\$ 360.00
cobas e-ELECSYS PROBNP CALCHECK 5	05913268160	\$ 180.00	2	\$ 360.00
cobas e-ELECSYS TROPONIN I CC 5	05931550160	\$ 180.00	2	\$ 360.00
ELECSYS ASSAY CUPS 2010	11706802001	\$ 127.28	2	\$ 254.56
ELECSYS ASSAY TIPS 2010	11706799001	\$ 127.59	3	\$ 382.77
ELECSYS BLANK CELL	11729306122	\$ 64.57	1	\$ 64.57
ELECSYS CALSET VIALS	11776576322	\$ 129.13	6	\$ 774.78
ELECSYS CLEAN LINER 2010	11800307001	\$ 32.05	3	\$ 96.15
ELECSYS CLEANCELL	11662970122	\$ 62.67	4	\$ 250.68
ELECSYS CONTROL VIALS EMPTY	03142949122	\$ 128.18	2	\$ 256.36
ELECSYS DILUENT MULTIASSAY	03609987190	\$ 43.59	1	\$ 43.59
ELECSYS PROCELL	11662988122	\$ 63.33	4	\$ 253.32
ELECSYS SYSCLEAN ADAPTER	11933159001	\$ 3.22	4	\$ 12.88
ELECSYS SYSWASH	11930346122	\$ 19.00	12	\$ 228.00
ELECSYS T4 CALCHECK	11776673160	\$ 63.64	2	\$ 127.28
ELECSYS TSH CALCHECK	11776703160	\$ 63.95	2	\$ 127.90
ELECSYS UNIVERSAL DILUENT 2x40 ML.	03183971122	\$ 17.99	1	\$ 17.99
SAMPLE CUP (5000 PCS.)	10394246001	\$ 196.04	1	\$ 196.04
<b>Consumable Total:</b>				<b>\$ 4,166.87</b>

### Equipment Support Products

Material Name	Catalog Number	Contract Price
MIXING PADDLE W(2 SET SCREWS)	12026864001	\$ 186.43

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.

Document ID: 01018633:P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5

Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials

To be initialed by an authorized Roche representative in Indianapolis, IN

*Handwritten initials and signature*



**TULARE DISTRICT HOSP**

Instrument: cobas® 6000 analyzer series <c 501 | e 601>- Quantity: 1

**Product Commitment**

**Reagent Commitment**

Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Consultment")	Annual Committed Total
<b>Clinical Chemistry</b>					
Acetaminophen (Colorimetric)	cobas INTEGRA ACETAMINOPHEN 150	20767174322	\$ 204.13	4	\$ 816.52
Alanine Amino-Transferase (IFCC without P5P)	cobas INTEGRA ALANINE TRANSAMINASE 500	20764957322	\$ 28.65	59	\$ 1,690.35
Albumin (BCG)	cobas INTEGRA ALBUMIN 2	03183688122	\$ 17.28	98	\$ 1,693.44
Alkaline Phosphatase (IFCC)	cobas INTEGRA ALKA PHOSPHATASE GEN 2 LG	03333701190	\$ 22.98	74	\$ 1,700.52
Ammonia (Enzymatic UV)	cobas INTEGRA AMMONIA 150	20766682322	\$ 49.12	11	\$ 540.32
Amylase (Enzymatic EPS)	cobas INTEGRA AMYLASE 2	03183742122	\$ 89.10	12	\$ 1,069.20
Aspartate Amino-Transferase (IFCC without P5P)	cobas INTEGRA ASPARTATE TRANSAMINASE 500	20764949322	\$ 28.60	74	\$ 2,116.40
Bicarbonate (Enzymatic PEPC)	cobas INTEGRA BICARBONATE LIQUID	03289923190	\$ 9.38	172	\$ 1,613.36
Bilirubin Direct (Jendrassik-Groff)	cobas c (501) D-BILI	04924495190	\$ 61.52	9	\$ 553.65
Bilirubin Total (Diazo)	cobas INTEGRA TOTAL BILIRUBIN SPECIAL	03261638190	\$ 14.40	127	\$ 1,828.80
BUN/UREA (Urease GLDH)	cobas C INTEGRA UREAL	04460715190	\$ 21.78	86	\$ 1,873.08
Calcium (o-Cresolphthalein)	cobas INTEGRA CALCIUM 300	20763128322	\$ 17.27	143	\$ 2,469.61
Chloride (ISE)	HY CL ELECT CARTRIDGE	03246353001	\$ 10.13	7	\$ 70.91
Cholesterol (CHOD-PAP)	cobas INTEGRA CHOL 2 (CHOL CHOD PAP HICO)	03039773190	\$ 17.61	29	\$ 510.69
Creatine Kinase - MB (Enzymatic UV)	cobas C INTEGRA CKMBL	04525299190	\$ 112.26	54	\$ 6,062.04
Creatinine (Jaffe)	cobas C INTEGRA CREA GEN 2	04810716190	\$ 28.87	62	\$ 1,789.94
CRP (Immunoturbidimetric)	cobas INTEGRA C-REACTIVE PROTEIN LATEX 3	20764930322	\$ 329.37	11	\$ 3,623.07
Digoxin (Immunoturbidimetric)	cobas INTEGRA DIGOXIN 250	20737836322	\$ 337.71	5	\$ 1,688.55

Roche Diagnostics Corporation; Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: O1018633:P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
 Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials  
 To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Commitment")	Annual Committed Total
Glucose (Hexokinase)	cobas INTEGRA GLUCOSE HK GEN 3	04404483190	\$ 70.06	56	\$ 3,923.36
HBA1C (IFCC Immunoturbidimetric /whole blood)	cobas INTEGRA (311,501,800) HBA1C GEN 2	04528123190	\$ 350.85	39	\$ 13,683.15
HDL-Cholesterol (Direct)	cobas C INTEGRA HDL-C Gen 3	04399803190	\$ 255.94	58	\$ 14,844.52
Iron (Colorimetric FerroZine)	cobas INTEGRA IRON 2	03183696122	\$ 11.49	9	\$ 103.41
Lactate Dehydrogenase (IFCC)	cobas INTEGRA LDH 2	03004732122	\$ 17.37	5	\$ 86.85
LDL-Cholesterol (Direct)	cobas INTEGRA LDL-C + 2ND GEN (400,700)	03038866322	\$ 406.62	28	\$ 11,385.36
Lipase (Enzymatic colorimetric)	cobas INTEGRA LIPASE COLORIMETRIC 200T	03029590322	\$ 65.82	26	\$ 1,711.32
Magnesium (Colorimetric)	cobas INTEGRA MAGNESIUM 175	20737593322	\$ 10.13	15	\$ 151.95
Phosphorus (Molybdate UV)	cobas INTEGRA PHOSPHORUS 2	03183793122	\$ 10.66	9	\$ 95.94
Potassium (ISE)	HK ELECTRODE CARTRIDGE	10825441001	\$ 12.67	7	\$ 88.69
Pre-albumin (Immunoturbidimetric)	cobas INTEGRA PREALBUMIN 100	20764655322	\$ 134.19	20	\$ 2,683.80
Rheumatoid Factors (Immunoturbidimetric)	cobas INTEGRA RHEUMATOID FACTORS II 100	20764574322	\$ 110.06	10	\$ 1,100.60
Sodium (ISE)	HA NA ELECTRODE CARTRIDGE	10825468001	\$ 12.73	7	\$ 89.11
Total Protein (Biuret)	cobas INTEGRA TP GEN. II	03183734190	\$ 17.23	93	\$ 1,602.39
Triglycerides (Enzymatic GPO)	cobas INTEGRA TRIG GPO 250	20767107322	\$ 14.40	47	\$ 676.80
Uric Acid (Enzymatic colorimetric)	cobas INTEGRA URIC ACID 2	03183807190	\$ 20.31	7	\$ 142.17
<b>Clinical Chemistry Totals:</b>					<b>\$ 84,079.87</b>
Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Commitment")	Annual Committed Total
<b>Immunodiagnosics</b>					
AFP (ECLIA)	cobas e-ELECSYS AFP (200)	04491742160	\$ 345.20	7	\$ 2,416.40
Anti-HAV IGM (ECLIA)	cobas e-ELECSYS ANTI-HAV IGM	11820591160	\$ 381.86	13	\$ 4,964.18
Anti-HCV (ECLIA)	cobas e-ELECSYS ANTI-HCV	03290352160	\$ 509.15	26	\$ 13,237.90
CA 125 (ECLIA)	ELECSYS CA 125 II	11776223322	\$ 273.06	9	\$ 2,457.54
CA 15-3 (ECLIA)	ELECSYS CA 15-3 II REAGENT	03045838122	\$ 276.36	11	\$ 3,039.96
CA 19-9 (ECLIA)	ELECSYS CA 19-9	11776193122	\$ 276.36	9	\$ 2,487.24
CEA (ECLIA)	ELECSYS CEA	11731629322	\$ 215.90	14	\$ 3,022.60
Estradiol (ECLIA)	ELECSYS ESTRADIOL II KIT	03000079122	\$ 159.73	9	\$ 1,437.57
Folate (ECLIA)	Folate Gen.2 Elecsys,cobas e	03253678160	\$ 98.64	26	\$ 2,564.64

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: O1018633:P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
 Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials  
 To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010





Test Name	Material Name	Catalog Number	Price Per Kit	Annual Committed Kits ("Commitment")	Annual Committed Total
Free Thyroxine (ECLIA)	cobas e-ELECSYS FT4	11731297160	\$ 131.85	9	\$ 1,186.65
Free Triiodothyronine (ECLIA)	ELECSYS FT3 GEN II REAGENT	03051986190	\$ 126.59	17	\$ 2,152.03
FSH (ECLIA)	ELECSYS FSH	11775863122	\$ 62.99	10	\$ 629.90
HCG (ECLIA /STAT)	ELECSYS HCG STAT II	03300811190	\$ 74.34	14	\$ 1,040.76
Hepatitis B Surface Antibody (ECLIA)	ELECSYS ANTI-HBS	11820524160	\$ 285.61	13	\$ 3,712.93
Hepatitis B Surface Antigen (ECLIA)	ELECSYS HBSAG	11820532160	\$ 230.00	25	\$ 5,750.00
LH (ECLIA)	ELECSYS LH	11732234122	\$ 63.30	7	\$ 443.10
Pro-BNP Gen, 2 STAT	cobas e-ELECSYS proBNP II STAT	05390109160	\$ 1,700.00	54	\$ 91,800.00
Prolactin (ECLIA)	ELECSYS PROLACTIN II GEN 3 RACKPACK	03201093190	\$ 63.15	9	\$ 568.35
Prostatic Specific Antigen (ECLIA)	cobas e-ELECSYS PSA (200)	04491734160	\$ 478.22	14	\$ 6,695.08
Rubella IgG (ECLIA)	Rubella IgG Elecsys,cobas e	04618793190	\$ 223.96	26	\$ 5,823.05
T3 (ECLIA)	ELECSYS T3	11731360122	\$ 99.14	9	\$ 892.26
Thyroid Stimulating Hormone (ECLIA)	cobas e-ELECSYS TSH	11731459160	\$ 114.15	58	\$ 6,620.70
Thyroxine (ECLIA)	cobas e-ELECSYS T4	12017709160	\$ 99.38	30	\$ 2,981.40
Troponin I (ECLIA /STAT)	cobas e-ELECSYS TROPONIN I STAT	05094798160	\$ 265.74	67	\$ 17,804.58
Vitamin B12 (ECLIA)	ELECSYS VITAMIN B12 RACKPACK GEN 2	04745736190	\$ 97.97	23	\$ 2,253.31
<b>Immunodiagnosics Totals:</b>					<b>\$ 185,982.13</b>
<b>Annual Total:</b>					<b>\$ 270,062.00</b>

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: 01018633;P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
 Modified VT BT 362 12.10.2010  
 Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials  
 To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



### Non-Committed Product Pricing

#### Calibrators

Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
ACETAMINOPHEN CALIBRATORS	20758809122	\$ 51.80	6	\$ 310.80
AMMONIA/ETHANOL/CO2 CAL	20751995190	\$ 44.55	8	\$ 356.40
CFAS PAC 3X1ML	03555941190	\$ 87.85	6	\$ 527.10
CFAS PROTEINS	11355279160	\$ 146.42	1	\$ 146.42
cobas C (J11,501) CFAS HBA1C, 3 X 2 ML	04528417190	\$ 59.40	2	\$ 118.80
cobas c-ELECSYS PROBNP STAT CS	05390117190	\$ 89.50	10	\$ 895.00
cobas c-ELECSYS TROPONIN I STAT CS	05094801190	\$ 63.80	2	\$ 127.60
cobas INTEGRA CFAS CKMB	11447394216	\$ 87.85	2	\$ 175.70
cobas INTEGRA-HI CFAS NO DIL 12X3ML	10759350360	\$ 50.74	17.95	\$ 910.59
ELIACSYS AFP GEN 2 CALSET	04487761190	\$ 63.33	10	\$ 633.30
ELECSYS CA 125 II CALSET	11776240322	\$ 63.48	10	\$ 634.80
ELECSYS CA 15-3 II CALSET	03045846122	\$ 64.41	10	\$ 644.10
ELECSYS CALSET CA 19-9	11776215122	\$ 64.41	10	\$ 644.10
ELECSYS CEA CALSET	11731645322	\$ 63.64	10	\$ 636.40
ELECSYS ESTRADIOL II CALSET II	03064921122	\$ 64.57	10	\$ 645.70
ELECSYS FOLATE II CALSET II	04476441190	\$ 63.95	10	\$ 639.50
ELECSYS FSH CALSET II	03032680122	\$ 63.80	10	\$ 638.00
ELECSYS FT3 GEN II CALSET	03051994190	\$ 63.64	10	\$ 636.40
ELECSYS FT4 CALSET	11731661122	\$ 63.95	10	\$ 639.50
ELECSYS HCG STAT II CALSET	03303071190	\$ 63.95	2.86	\$ 182.71
ELECSYS LH CALSET II	03561097190	\$ 63.64	10	\$ 636.40
ELECSYS PROLACTIN II GEN 3 CALSET	03277356190	\$ 63.95	10	\$ 639.50
ELECSYS PSA CALSET GEN 2.1	04485220190	\$ 63.48	10	\$ 634.80
ELECSYS T3 CALSET	11731548122	\$ 63.48	10	\$ 634.80
ELECSYS T4 CALSET	12017717122	\$ 63.80	5	\$ 319.00
ELECSYS TSH CALSET GEN 2	04738551190	\$ 63.33	5	\$ 316.65
ELECSYS VITAMIN B12 CALSET GEN 2	04572459190	\$ 63.80	10	\$ 638.00
HI PRECISET TDM 1	03375790190	\$ 593.98	5	\$ 2,969.90
LIPIDS CFAS	12172623160	\$ 38.70	6.67	\$ 258.00
PRECISET RF	12172828322	\$ 162.85	8	\$ 1,302.80
<b>Calibrator Total:<sup>1</sup></b>				<b>\$ 18,492.77</b>

<sup>1</sup> Per the package insert, You have the option to utilize frozen storage and handling for certain calibrators. You have agreed that You will utilize frozen storage and handling for these applicable calibrators. To the extent You determine not to utilize the frozen handling option, Your Calibrator Total as listed in this Exhibit may increase.

#### Consumables

Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
cobas C (501) HBA1C HEMOLYZING REAGENT	04528182190	\$ 85.00	24	\$ 2,040.00
cobas C (501) INTERNAL STANDARD GEN 2	04522320190	\$ 44.33	18	\$ 797.92
cobas C (501) ISE Diluent GEN 2	04522630190	\$ 32.63	26	\$ 848.46
cobas C (501) REACTION CELL SET	04854241001	\$ 782.29	4	\$ 3,129.16
cobas C NAACL 9% DILUENT	04489357190	\$ 16.00	6	\$ 96.00

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: 01018633:PD029388 Version: 12/10/2010 9:37:27 A.M. GMT-5

Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials

To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
cobas C SMS	04489225190	\$ 6.54	60	\$ 392.40
cobas e-ELECSYS RUBELLA IGG CC 5	05917832160	\$ 180.00	2	\$ 360.00
cobas e-ELECSYS PROBNP CALCHECK 3	05913268160	\$ 180.00	2	\$ 360.00
cobas e-ELECSYS TROPONIN I CC 5	05931550160	\$ 180.00	2	\$ 360.00
cobas INTEGRA ISE ACTIVATOR	04663632190	\$ 63.95	2	\$ 127.90
ELECSYS AFP CALCHECK	11776614190	\$ 63.80	2	\$ 127.60
ELECSYS ANTI-HBS CALCHECK	04985354160	\$ 81.19	2	\$ 162.37
ELECSYS ASSAY CUP/TIP MMBIMAGAZIN M	12102137001	\$ 174.58	14	\$ 2,444.12
ELECSYS BLANK CELL	11729306122	\$ 64.57	2	\$ 129.14
ELECSYS CA 125 GEN II CALCHECK	03046788122	\$ 63.33	2	\$ 126.66
ELECSYS CA 15-3 GEN II CALCHECK	11822217122	\$ 64.25	2	\$ 128.50
ELECSYS CA 19-9 CALCHECK	04444493160	\$ 64.25	2	\$ 128.50
ELECSYS CALSET VIALS	11776576322	\$ 129.13	28	\$ 3,615.64
ELECSYS CEA CALCHECK	11776754160	\$ 63.48	2	\$ 126.96
ELECSYS CONTROL VIALS EMPTY	03142949122	\$ 128.18	4	\$ 512.72
ELECSYS DILUENT MULTIASSAY	03609987190	\$ 43.59	5	\$ 217.95
ELECSYS ESTRADIOL CALCHECK	11776835160	\$ 64.41	2	\$ 128.82
ELECSYS FOLATE II CALCHECK II	04505549190	\$ 63.48	2	\$ 126.96
ELECSYS FT3 CALCHECK	11776827160	\$ 63.48	2	\$ 126.96
ELECSYS FT3 GEN II CALCHECK	03554538190	\$ 63.48	2	\$ 126.96
ELECSYS FT4 CALCHECK	11776665160	\$ 63.80	2	\$ 127.60
ELECSYS LH CALCHECK	11776819160	\$ 63.33	2	\$ 126.66
ELECSYS PC/CC CUPS	03023141001	\$ 120.10	24	\$ 2,882.40
ELECSYS PRECLEAN M (5 x 600 ML)	03004899190	\$ 59.73	3	\$ 179.19
ELECSYS PRO-CELL M 2X2 L	04880340190	\$ 53.13	30	\$ 1,593.90
ELECSYS PROLACTIN II GEN 3 CALCHECK	04702867160	\$ 63.80	2	\$ 127.60
ELECSYS SYSCLEAN M ADAPTER	03027651001	\$ 9.68	2	\$ 19.36
ELECSYS T3 CALCHECK	11776690160	\$ 63.33	2	\$ 126.66
ELECSYS T4 CALCHECK	11776673160	\$ 63.64	2	\$ 127.28
ELECSYS TOTAL PSA CALCHECK	11776762160	\$ 63.33	2	\$ 126.66
ELECSYS TSH CALCHECK	11776703160	\$ 63.95	2	\$ 127.90
ELECSYS UNIVERSAL DILUENT 2x40 ML	03183971122	\$ 17.99	18	\$ 323.82
ELECSYS VITAMIN B12 CALCHECK	04836693160	\$ 63.64	2	\$ 127.28
ELECSYS WASTE LINER M	03023150001	\$ 7.14	4	\$ 28.56
HCG Cal Check5	05579082160	\$ 180.00	2	\$ 360.00
HV ACID WASH SOLUTION	11555421216	\$ 37.27	12	\$ 447.24
HV DETERGENT 12x70ML	11555448216	\$ 139.27	8	\$ 1,114.16
HV ISE REFERENCE ELECTRODE	03149501001	\$ 66.28	2	\$ 132.56
HV ISE STD HIGH 10X3ML	11183982216	\$ 19.90	37	\$ 736.30
HV ISE STD LOW 10X3ML	11183974216	\$ 19.90	37	\$ 736.30
ISE REFERENCE ELECTROLYTE 300ML	11360981216	\$ 19.90	20	\$ 398.00
KIT ELECSYS CLEAN-CELL M 2X2 L	04880293190	\$ 20.37	30	\$ 611.10
KIT NAOH-D/BASIC WASH 2 X 1.8L	04880285190	\$ 22.00	60	\$ 1,320.00
SAMPLE CUP (5000 PCS.)	10394246001	\$ 196.04	2	\$ 392.08

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
 CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.  
 Document ID: 01018633:P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5  
 Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials  
 To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010



Material Name	Catalog Number	Price Per Kit	Estimated Kits Per Year	Estimated Annual Total
<b>Consumable Total:</b>				<b>\$ 29,034.63</b>

**Equipment Support Products**

Material Name	Catalog Number	Contract Price
MIXING PADDLE W(2 SET SCREWS)	12026864001	\$ 186.43

Roche Diagnostics Corporation: Confidential information - Do not copy or distribute.  
CHEMSTRIP, URISYS 1100, URISYS 1800, URISYS 2400, MODULAR, COBAS, COBAS E, COBAS C, COBAS INTEGRA, ELECSYS are trademarks of Roche. All other product names and trademarks are their respective owners.

Document ID: OI018633-P0029388 Version: 12/10/2010 9:37:27 A.M. GMT-5

Modified VT BT 362 12.10.2010

Exhibit is not binding until a final agreement is executed between the parties.

Customer Initials

Roche Initials

To be initialed by an authorized Roche representative in Indianapolis, IN

RECEIVED DEC 20 2010

## Roche Diagnostics Corporation Amendment

Original Agreement #:  
Schedule #: 41037578

Original Agreement or Schedule start date: 7/22/2011  
Original Agreement or Schedule expiration date: 7/21/2018

This amendment ("Amendment") amends an existing agreement ("Original Agreement") or schedule ("Schedule") as listed above between Roche Diagnostics Corporation ("RDC, RD, or Roche") and the customer indicated below ("Customer, You, or Your") and is intended by the parties to modify the existing terms and conditions as specifically set forth in this Amendment. The Original Agreement and Schedule shall collectively be referred to herein as "Agreement". All other terms and conditions contained in the Original Agreement or Schedule will remain in full force and effect.

**Customer Information**

Customer Number	<u>55041386</u>
Customer Name	<u>TULARE DISTRICT HOSPITAL</u>
Street Address	<u>869 N CHERRY ST</u>
City, State, Zip	<u>TULARE, CA 93274</u>

A Reagent and Supply Exhibit is attached to this Amendment and details the Product modifications to Customer's annual Commitment.

Additional Amendments: The Agreement shall be amended as follows:

AUTHORIZED ACCEPTANCE	
<p><b>CUSTOMER:</b></p> <p>By signing this Amendment you warrant that you have the authority to execute this Amendment on behalf of Customer.</p> <p>By: <u>Patricia Mathews</u> Date: <u>5/8/12</u> (Authorized Customer Signature)</p> <p>Printed Name: <u>Patricia Mathews</u> Title: <u>COORD</u></p>	<p><b>ROCHE DIAGNOSTICS CORPORATION</b></p> <p>This Amendment is not binding on Roche until signed by an authorized representative of Roche in Indianapolis ("Effective Date"). Roche's signature on this document is contingent upon the signature of Customer on the Amendment in its current form. Any changes to this document after it has been signed by Roche will render Roche's signature void.</p> <p>By: <u>Christen Mello</u> Date: <u>04/11/12</u> (Authorized Roche Signature) (Effective Date)</p> <p>Printed Name: <u>Christen Mello</u> Title: <u>Manager, Contracts</u></p>

<b>This Section for Internal Use Only</b>	
Sales Deal Number: <u>2</u>	Prepared By: <u>M ZACHODNI</u>
Date: <u>1</u>	Title: <u>CONTRACT ANALYST</u>
	Date: <u>4/10/12</u>
<input type="checkbox"/> Addition to contract signed within last 6 months	Requested By: <u>JACK DOWNEY</u>
	Title: <u>ACCOUNT EXECUTIVE</u>
	Date: <u>4/3/12</u>

# Reagent and Supply Exhibit

TULARE DISTRICT HOSPITAL  
55041386

Add the following:

Material Number	Material Description	Annual Kit Quantity	Price Per Kit	Total Annual Commitment
04674026100	cobas CEDIA CARBAMAZEPINE	9	\$ 130.42	\$ 1,227.78
04624977100	cobas C INTEGRA CKL	83	\$ 99.71	\$ 2,300.43
03737651100	ELECSYS FERRITIN GEN II RACKPACK	12	\$ 80.16	\$ 1,000.92
04490843100	cobas GENTAMICIN/100	6	\$ 102.71	\$ 610.26
04480850100	cobas INTEGRA TQ ALBUMIN	16	\$ 181.66	\$ 2,724.90
05027448100	cobas PHENODAR/200	6	\$ 217.22	\$ 1,008.10
05100411100	cobas PHENYTOIN/200	7	\$ 289.66	\$ 2,027.70
04401026100	cobas THEOPHYLLINE/100	12	\$ 143.42	\$ 1,721.04
05108420100	cobas VANCOMYCIN/200	10	\$ 208.20	\$ 2,082.00
05108438100	cobas VALPROIC/200	5	\$ 297.50	\$ 1,487.50
03737688100	ELECSYS FERRITIN GEN II CALSET	N/A	\$ 44.70	N/A
				\$ 17,004.60

Change the following to the New Price per Kit:

Material Number	Material Description	Previous Price Per Kit	New Price per Kit	Total Annual Commitment
04672469100	ELECSYS VITAMIN B12 CALSET GEN 2	\$ 63.80	\$ 44.86	N/A
04836093100	ELECSYS VITAMIN B12 CALCHECK	\$ 63.84	\$ 44.66	N/A
04738801100	ELECSYS TSH CALSET GEN 2	\$ 63.33	\$ 44.33	N/A
11770703100	ELECSYS TSH CALCHECK	\$ 63.05	\$ 44.70	N/A
11770782100	ELECSYS TOTAL PSA CALCHECK	\$ 63.33	\$ 44.33	N/A
12017717122	ELECSYS T4 CALSET	\$ 63.80	\$ 44.66	N/A
11770079100	ELECSYS T4 CALCHECK	\$ 63.84	\$ 44.66	N/A
11731646122	ELECSYS T3 CALSET	\$ 63.48	\$ 44.44	N/A
11770690100	ELECSYS T3 CALCHECK	\$ 63.33	\$ 44.33	N/A
03277366100	ELECSYS PROLACTIN II GEN 3 CALSET	\$ 63.05	\$ 44.76	N/A
04702007100	ELECSYS PROLACTIN II GEN 3 CALCHECK	\$ 63.00	\$ 44.86	N/A
03681007100	ELECSYS LH CALSET II	\$ 63.04	\$ 44.66	N/A
11770810100	ELECSYS LH CALCHECK	\$ 63.33	\$ 44.33	N/A
03303071100	ELECSYS HCG STAT II CALSET	\$ 63.05	\$ 44.76	N/A
11731801122	ELECSYS FT4 CALSET	\$ 63.95	\$ 44.70	N/A
11770005100	ELECSYS FT4 CALCHECK	\$ 63.80	\$ 44.00	N/A
03061004100	ELECSYS FT3 GEN II CALSET	\$ 63.04	\$ 44.86	N/A
03554830100	ELECSYS FT3 GEN II CALCHECK	\$ 63.48	\$ 44.44	N/A
03032080122	ELECSYS FSH CALSET II	\$ 63.00	\$ 44.66	N/A
11770027100	ELECSYS FSH CALCHECK	\$ 63.04	\$ 44.66	N/A
04476441100	ELECSYS FOLATE II CALSET II	\$ 63.95	\$ 44.76	N/A
04506849100	ELECSYS FOLATE II CALCHECK II	\$ 63.48	\$ 44.44	N/A

Customer Initials PM

Roche Diagnostics Confidential,  
Do Not Copy or Distribute.

Roche Initials CM



Material Number	Material Description	Previous Price Per Kit	New Price per Kit	Total Annual Commitment
03004921122	ELECSYS ESTRADIOL II CALSET II	\$ 64.57	\$ 45.20	N/A
11778836160	ELECSYS ESTRADIOL CALCHECK	\$ 64.41	\$ 45.09	N/A
11731045322	ELECSYS OEA CALSET	\$ 63.64	\$ 44.55	N/A
11770210122	ELECSYS CALSET CA 18-9	\$ 64.41	\$ 45.09	N/A
04906354160	ELECSYS ANTI-HBS CALCHECK	\$ 61.19	\$ 59.83	N/A
04487701160	ELECSYS AFP GEN 2 CALSET	\$ 63.33	\$ 44.33	N/A
11770014160	ELECSYS AFP CALCHECK	\$ 63.80	\$ 44.66	N/A
05917824100	cobas e-ELECSYS TSH CC 5	\$ 191.85	\$ 63.64	N/A
05094801190	cobas e-ELECSYS TROPONIN I STAT CS	\$ 63.80	\$ 44.66	N/A
05931650160	cobas e-ELECSYS TROPONIN I CC 5	\$ 180.00	\$ 63.64	N/A
00347142180	cobas e-ELECSYS T4 CC 5	\$ 180.00	\$ 63.64	N/A
05917813160	cobas e-ELECSYS T3 CC 5	\$ 189.99	\$ 63.64	N/A
00917832100	cobas e-ELECSYS RUBELLA IGG CC 5	\$ 180.00	\$ 63.64	N/A
08287864100	cobas e-ELECSYS PROLACTIN CC 5	\$ 180.00	\$ 63.64	N/A
05300117100	cobas e-ELECSYS PROBNP II STAT CS	\$ 89.50	\$ 62.85	N/A
05913280100	cobas e-ELECSYS proBNP Gen.2 CC 5	\$ 180.00	\$ 63.64	N/A
04842472160	cobas e-ELECSYS PROBNP CS GEN.2	\$ 63.93	\$ 44.75	N/A
05679092160	cobas e-ELECSYS HCG CC 5	\$ 180.00	\$ 63.64	N/A
05918111180	cobas e-ELECSYS CA 125 CC	\$ 109.99	\$ 63.64	N/A
04620102160	cobas C (501) HBA1C HEMOLYZING REAGENT	\$ 65.00	\$ 69.50	N/A
04028417160	cobas C (311,501) OFAS HBA1C, 3 X 2 ML	\$ 69.40	\$ 41.58	N/A
11355270160	CFAS PROTEINS	\$ 146.42	\$ 102.49	N/A
03558841160	OFAS PAC 3X1ML	\$ 87.85	\$ 61.50	N/A
04690050160	OFAS DAT QUALITATIVE PLUS CLINICAL	\$ 102.50	\$ 71.75	N/A
20751995160	AMMONIUM ETHANOLIC CO2 CAL	\$ 44.55	\$ 31.18	N/A
20759809122	ACETAMINOPHEN CALIBRATORS	\$ 51.50	\$ 36.20	N/A
10759350380	cobas INTEGRA-HI CFAS NO DIL 12X3ML	\$ 50.74	\$ 35.52	N/A
11447304216	cobas INTEGRA CFAS OKMB	\$ 87.85	\$ 61.50	N/A
12172920322	PRECISET RF	\$ 182.85	\$ 114.00	N/A
03304871160	PRECISET DAT PLUS I	\$ 91.00	\$ 63.70	N/A
12172023160	LIPIDS CFAS	\$ 39.70	\$ 27.09	N/A
03378790160	HI PRECISET TDM 1	\$ 593.98	\$ 415.79	N/A
11558440216	HI HITERGENT 12x70ML	\$ 139.27	\$ 97.49	N/A
04522320100	cobas C (501) INTERNAL STANDARD GEN 2	\$ 44.33	\$ 31.03	N/A
04622830160	cobas C (501) ISE Diluent GEN 2	\$ 32.83	\$ 22.84	N/A
04054241001	cobas C (501) REACTION CELL SET	\$ 782.29	\$ 547.80	N/A
04700725160	cobas C MULTICLEAN (12X69 ML)	\$ 63.17	\$ 44.22	N/A
04409357160	cobas C NaCl 9% DILUENT	\$ 16.00	\$ 11.20	N/A
04489241160	cobas C NaOH-D	\$ 8.03	\$ 5.02	N/A
04489225160	cobas C SMB	\$ 8.54	\$ 4.58	N/A
04099032100	cobas INTEGRA ISE ACTIVATOR	\$ 63.95	\$ 44.70	N/A
12102137001	ELECSYS ASSAY CUP/TIP MMBIMAGAZIN M	\$ 174.58	\$ 122.21	N/A
11708802001	ELECSYS ASSAY CUPS 2010	\$ 127.28	\$ 89.10	N/A
11700709001	ELECSYS ASSAY TIPS 2010	\$ 127.59	\$ 89.31	N/A
11729308122	ELECSYS BLANK CELL	\$ 84.57	\$ 45.20	N/A
11778878322	ELECSYS CALSET VIALS	\$ 129.13	\$ 90.39	N/A
11800507001	ELECSYS CLEAN LINER 2010	\$ 32.05	\$ 22.44	N/A
11882870122	ELECSYS CLEANCELL	\$ 82.87	\$ 43.87	N/A

Roche Diagnostics Confidential.  
Do Not Copy or Distribute.

Customer Initials RM  
Roche Initials CM

Material Number	Material Description	Previous Price Per Kit	New Price per Kit	Total Annual Commitment
03142040122	ELECSYS CONTROL VIALS EMPTY	\$ 120.10	\$ 89.73	N/A
0300907100	ELECSYS DILUENT MULTIASSAY	\$ 43.60	\$ 30.61	N/A
03023141001	ELECSYS PC/OC CUPS	\$ 120.10	\$ 84.07	N/A
03004099100	ELECSYS PRECLEAN M (6 x 000 ML)	\$ 59.73	\$ 41.81	N/A
11682000122	ELECSYS PROCELL	\$ 83.33	\$ 44.33	N/A
04800340100	ELECSYS PRO-CELL M 2X2 L	\$ 53.13	\$ 37.10	N/A
11033160001	ELECSYS SYSCLEAN ADAPTER	\$ 3.22	\$ 2.25	N/A
03027061001	ELECSYS SYSCLEAN M ADAPTER	\$ 8.88	\$ 6.78	N/A
11030340122	ELECSYS SY8WASH	\$ 19.00	\$ 13.30	N/A
03103071122	ELECSYS UNIVERSAL DILUENT 2x10 ML	\$ 17.99	\$ 12.69	N/A
03023160001	ELECSYS WASTE LINER M	\$ 7.14	\$ 5.00	N/A
11658421210	H+ ACID WASH SOLUTION	\$ 37.27	\$ 26.09	N/A
03149001001	H+ ISE REFERENCE ELECTRODE	\$ 86.28	\$ 48.10	N/A
11183982210	H+ ISE STD HIGH 10X3ML	\$ 19.90	\$ 13.93	N/A
11183974210	H+ ISE STD LOW 10X3ML	\$ 19.90	\$ 13.93	N/A
11300001210	ISE REFERENCE ELECTROLYTE 300ML	\$ 19.90	\$ 13.93	N/A
04800293100	KIT ELECSYS CLEAN-CELL M 2X2 L	\$ 20.37	\$ 14.20	N/A
04800206100	KIT NaOH-D/BABIO WASH 2 X 1.0L	\$ 22.00	\$ 15.40	N/A
10304240001	SAMPLE CUP (5000 Pcs.)	\$ 196.04	\$ 137.23	N/A

Roche Diagnostics Confidential,  
Do Not Copy or Distribute.

Page 3 of 3

Customer Initials: Am  
Roche Initials: CM

# Roche Diagnostics Corporation Amendment

Original Agreement #:   
 Schedule #: 41037578

Original Agreement or Schedule start date: 7/22/2011   
 Original Agreement or Schedule expiration date: 7/21/2018

This amendment ("Amendment") amends an existing agreement ("Original Agreement") or schedule ("Schedule") as listed above between Roche Diagnostics Corporation ("RDC, R.D. or Roche") and the customer indicated below ("Customer, You, or Your") and is intended by the parties to modify the existing terms and conditions as specifically set forth in this Amendment. The Original Agreement and Schedule shall collectively be referred to herein as "Agreement". All other terms and conditions contained in the Original Agreement or Schedule will remain in full force and effect.

**Customer Information:**

Customer Number: 55041386  
 Customer Name: TULARE REGIONAL MEDICAL CENTER  
 Street Address: 869 N CHERRY ST  
 City, State, Zip: TULARE, CA 93274

The Agreement shall be amended as follows:

1. The attached Reagents and Supply Exhibit will detail changes in Commitment and in existing prices for the products as indicated on the Exhibit.
2. The Commitment listed on the attached Reagent and Supply Exhibit and any other Commitments related to the Agreement do not indicate an estimate of Your actual purchase needs. The Commitment reflects the Products, volumes and pricing that You are committed to purchase under the Agreement. Changes to your actual volumes or pricing will impact the Your expenditures with Roche.
3. Service payments will be Discounted and changed to prices indicated below and will be effective through the end of the Term of the Schedule.

Equipment Number and Description	Service Plan	Annual Service Value	Annual Service Price	Service Payment
cobas c 501 analyzer	CLASSIC (SILVER) W/REMOTE	\$ 11,984.00	\$ 6,391.44	\$ 532.62 Monthly
cobas e 411 analyzer (Disk)	CLASSIC (SILVER) W/REMOTE	\$ 7,903.00	\$ 4,215.00	\$ 351.25 Monthly
cobas® 6000 analyzer series <c 501 to 601>	PREMIUM (GOLD) W/REMOTE	\$ 28,028.00	\$ 11,662.92	\$ 971.91 Monthly
Middleware Connectivity (Standard)	Software Maintenance Agreement	\$ 2,100.00	\$ 1,680.00	\$ 140.00 Monthly

4. Discounts: The Services identified as Discounts hereunder shall constitute a "Discount" (as that term is defined in 42 CFR part 1001.952(h)) against the Reagents and Supplies that You commit to purchase. In the event of a default by You, Roche may require You to pay for the pro-rata remaining value of any Discounts. The total value of the Discount for Service listed above is \$28,765.64 per year.

### AUTHORIZED ACCEPTANCE

<p><b>CUSTOMER:</b></p> <p>By signing this Amendment you warrant that you have the authority to execute this Amendment on behalf of Customer.</p> <p>By: <u><i>Anthony J. ...</i></u> Date: <u>6/23/14</u>  <small>(Authorized Customer Signature)</small></p> <p>Printed Name: <u>Anthony J. ...</u>  <small>Officer</small></p>	<p><b>ROCHE DIAGNOSTICS CORPORATION</b></p> <p>This Amendment is not binding on Roche until signed by an authorized representative of Roche in Indianapolis ("Effective Date") Roche's signature on this document is contingent upon the signature of Customer on the Amendment in its current form. Any changes to this document after it has been signed by Roche will render Roche's signature void.</p> <p>By: <u><i>Jim Sigler</i></u> Date: <u>7/3/14</u>  <small>(Authorized Roche Signature)</small> <small>(Effective Date)</small></p> <p>Printed Name: <u>Jim Sigler</u>  <small>Manager, Customer Contracting Center</small></p>
---	--

This Section for Internal Use Only

Sales Deal Number:

Date:

Prepared By: M ZACHODNI  
Title: CONTRACT ANALYST  
Date: 4/29/14

Requested By: JACK DOWNEY  
Title: ACCOUNT EXECUTIVE  
Date: 4/29/14

Addition to contract signed within last 6 months

Reagent and Supply Exhibit  
Tulare Regional Medical Center (55041386)

Add the Following New Commitments

Material Number	Material Description	Cost Per Kit	Annual Kit Commitment	Total Annual Commitment
03002721122	cobas INTEGRA GGT LIQUID	\$ 17.01	4	\$ 68.04
03183700190	cobas INTEGRA LACTATE GEN II	\$ 32.70	39	\$ 1,281.84
03183777190	cobas INTEGRA ETOH GEN II	\$ 42.88	30	\$ 1,269.25
03333825190	cobas INTEGRA TPUC GEN. III 150 TEST	\$ 187.42	9	\$ 1,473.30
04491033190	cobas TOBRAMYCIN/100	\$ 102.05	18	\$ 1,877.72
04536355190	cobas C INTEGRA UIBC	\$ 33.19	20	\$ 663.80
04828918190	cobas INTEGRA CRP LX HIGH SENSITIVE	\$ 380.00	6	\$ 1,824.00
11731432122	ELECSYS CK-MB STAT	\$ 123.69	73	\$ 8,997.35
11820987160	cobas e-ELECSYS ANTI-HBC IGM	\$ 472.50	10	\$ 4,536.00
20753680322	cobas INTEGRA SALICYLATE 150	\$ 204.13	18	\$ 3,692.09
06506780160	cobas e-ELECSYS VITAMIN D	\$ 572.47	16	\$ 9,159.52
06506798160	cobas e-ELECSYS VITAMIN D CS	\$ 80.11	N/A	N/A
06618860160	cobas e-ELECSYS PRECICONTROL VARIA	\$ 188.25	N/A	N/A
06416632160	cobas e-ELECSYS VITAMIN D CC 5	\$ 180.00	N/A	N/A
0520067160	cobas e-ELECSYS TESTOSTERONE GEN.2	\$ 128.87	7	\$ 902.09
05202230190	cobas e-ELECSYS TESTOSTERONE CS GEN.2.1	\$ 63.93	N/A	N/A
11731418160	ELECSYS PRECICONTROL UNIVERSAL	\$ 63.80	N/A	N/A
11776080160	ELECSYS TESTOSTERONE CALCHECK	\$ 64.57	N/A	N/A

Change existing Pricing and Commitment to the following:

Material Number	Material Description	Cost Per Kit	Annual Kit Commitment	Total Annual Commitment
04842464180	cobas e-ELECSYS PROBNP GEN.2	\$ 1,300.00	24	\$ 31,200.00
05390109160	cobas e-ELECSYS PROBNP II STAT	\$ 1,385.00	56	\$ 77,560.00

Customer Initial                       
Roche Initials

Reagent and Supply Exhibit  
Tulare Regional Medical Center (55041386)

Change existing Pricing to the following:		
Material Number	Material Description	Cost Per Kit
04813707001	HALOGEN LAMP	\$ 133.20
03375790190	H11 PRECISET TDM 1	\$ 207.90
04854241001	cobas C (501) REACTION CELL SET	\$ 273.80
04880340190	ELECSYS PRO-CELL M 2X2 L	\$ 18.60
03004899190	ELECSYS PRECLEAN M (5 x 900 ML)	\$ 20.91
11776576322	ELECSYS CALSET VIALS	\$ 45.20
11662970122	ELECSYS CLEANCELL	\$ 21.94
11862980122	ELECSYS PROCCELL	\$ 22.17
12102137001	ELECSYS ASSAY CUI/TIP MMBIMAGAZIN M	\$ 61.11
11706799001	ELECSYS ASSAY TIPS 2010	\$ 44.66
04822320190	cobas C (501) INTERNAL STANDARD GEN 2	\$ 15.52
11731572122	ELECSYS CK-MB STAT CALSET	\$ 31.98
04880293190	KIT ELECSYS CLEAN-CELL M 2X2 L	\$ 7.13
04080285190	KIT CWS I/NAOH-D/BASIC WASH 2 X 1.8L	\$ 7.70
11876368122	cobas e-ELECSYS PRECICONTROL A-HAV IGM	\$ 125.00
04738551190	ELECSYS TSH CALSET GEN 2	\$ 22.17
11183974216	H1ISE STD LOW 10X3ML	\$ 6.97
11183982216	H1ISE STD HIGH 10X3ML	\$ 6.97
03303071190	ELECSYS HCG STAT II CALSET	\$ 22.30
10394246001	SAMPLE CUP (5000 PCS)	\$ 60.62
06094801190	cobas e-ELECSYS TROPONIN I STAT CS	\$ 22.33
04489365190	cobas C INTEGRA NAOL 9% SI	\$ 18.00
04547241001	PROBE SAMPLE	\$ 369.82
11706802001	ELECSYS ASSAY CUPS 2010	\$ 44.55
04485220160	cobas e-ELECSYS PSA CS Gen.2.1	\$ 31.74
04489241190	cobas C NaOH-D	\$ 2.81
08544410190	cobas c (501/502) ECOTERAGENT 12x59 ml	\$ 48.75
04842472190	cobas e-ELECSYS PROBNP CS GEN.2	\$ 22.38
03121306122	CFAS PROTEINS IN URINE/CSF (PUC)	\$ 95.04
08343422160	cobas e-ELECSYS CA15-3 CC 5	\$ 90.00
03032680122	ELECSYS FSH CALSET II	\$ 22.33
03561097190	ELECSYS LH CALSET II	\$ 22.28
05390117190	cobas e-ELECSYS PROBNP II STAT CS	\$ 31.33
04740955001	STANDARD FALSE BOTTOM TUBE 2000 PCS	\$ 125.00
11876333160	cobas e-ELECSYS PC ANTI-HBC IGM	\$ 125.00
03064921122	ELECSYS ESTRADIOL II CALSET II	\$ 22.60
03277356190	ELECSYS PROLACTIN II GEN 3 CALSET	\$ 22.38
03787588190	ELECSYS FERRITIN GEN II CALSET	\$ 22.38
04522630190	cobas C (501) ISE Diluent GEN 2	\$ 11.42
12172628322	PRECISET RF	\$ 57.00
11776240322	ELECSYS CA 125 II CALSET	\$ 22.55
11876309160	ELECSYS PRECICONTROL HBSAG	\$ 32.21
11355279160	CFAS PROTEINS	\$ 51.25
03045846122	ELECSYS CA 15-3 II CALSET	\$ 22.55
11776215122	ELECSYS CALSET CA 19-9	\$ 22.55
04874072190	cobas e-ELECSYS FOLATE CS GEN 3	\$ 22.30
11731681122	ELECSYS FT4 CALSET	\$ 22.38
04572459190	ELECSYS VITAMIN B12 CALSET GEN 2	\$ 22.33
12017717122	ELECSYS T4 CALSET	\$ 22.33
11731645322	ELECSYS CEA CALSET	\$ 22.28
11731548122	ELECSYS T3 CALSET	\$ 22.22
05917794160	cobas e-ELECSYS LH CC 5	\$ 66.50
04487761190	ELECSYS AFP GEN 2 CALSET	\$ 22.17
11876317160	ELECSYS ANTI-HBS PRECICONTROL	\$ 48.19
05917751160	cobas e-ELECSYS CK-MB CC 5	\$ 90.00
05917883160	cobas e-ELECSYS CEA CC 5	\$ 90.00
05917972160	cobas e-ELECSYS CA 19-9 CC 5	\$ 90.00
03609887190	ELECSYS DILUENT MULTIASSAY	\$ 15.26

Customer Initials   
Roche Initials 



Reagent and Supply Exhibit  
Tulare Regional Medical Center (55041386)

Material Number	Material Description	
10759350360	cobas INTEGRA-HI CFAS NO DII 12X3ML	\$ 17.76
04663632190	cobas INTEGRA ISE ACTIVATOR	\$ 22.38
11930346122	ELECSYS SYSWASH	\$ 6.65
11208800160	ELECSYS SYSCLEAN	\$ 45.04
06437222190	cobas e-ELECSYS FT3 GEN.3 CS	\$ 22.28
11360901216	ISE REFERENCE ELECTROLYTE 300ML	\$ 6.97
03183971122	ELECSYS UNIVERSAL DILUENT 2x36 ML	\$ 6.30
04409225190	cobas C SMS	\$ 2.29
03149501001	HI ISE REFERENCE ELECTRODE	\$ 23.20
05579082160	cobas a-ELECSYS HCG CC 5	\$ 31.82
03555941190	CFAS PAC 3X1ML	\$ 30.75
03023141001	ELECSYS PC/CC CUPS	\$ 42.04
04529417190	cobas C (311.601) CFAS HBA1C, 3 X 2 ML	\$ 20.79
20759198122	SALICYLATE CALIBRATOR KIT	\$ 27.39
12172623160	LIPIDS CFAS	\$ 13.55
03731590001	TUBE FOR PINCH (2PCS / 180 MM)	\$ 15.68
20751995190	AMMONIA/ETHANOL/CO2 CAL	\$ 16.69
20756809122	ACETAMINOPHEN CALIBRATORS	\$ 18.13
03290379160	cobas a-ELECSYS PRECICONTROL ANTI-HCV	\$ 35.00
03061994190	ELECSYS FT3 GEN II CALSET	\$ 22.28
05913208160	cobas a-ELECSYS proUNP Gen.2 CC 5	\$ 31.82
05917824160	cobas a-ELECSYS TSII CC 5	\$ 31.82
05917913160	cobas a-ELECSYS T3 CC 5	\$ 31.82
05918111160	cobas a-ELECSYS CA 125 CC	\$ 31.82
05931550160	cobas a-ELECSYS TROPONIN I CC 5	\$ 31.82
06267504160	cobas a-ELECSYS PROLACTIN CC 5	\$ 31.82
06347142160	cobas a-ELECSYS T4 CC 5	\$ 31.82
11776462160	ELECSYS PRECICONTROL TUMOR MARKER	\$ 63.84
05095107160	cobas e-ELECSYS PRECICONTROL TROPONIN	\$ 31.74
12148401216	IRON STANDARD	\$ 27.69
04621538190	TDM CONTROL SET	\$ 51.85
04409357190	cobas C NACL 9% DILUENT	\$ 6.60
11776614190	ELECSYS AFP CALCHECK	\$ 22.33
11776866160	ELECSYS FT4 CALCHECK	\$ 22.33
11776827160	ELECSYS FSH CALCHECK	\$ 22.28
03554638190	ELECSYS FT3 GEN II CALCHECK	\$ 22.22
06219086160	ELECSYS FOLATE GEN 3 CALCHECK KIT	\$ 22.22
11776762160	ELECSYS TOTAL PSA CALCHECK	\$ 22.17
04708725190	cobas C MULTICLEAN (12X59 ML)	\$ 22.11
03753379001	PINCH TUBE E 170 ( 4 PCS )	\$ 21.32
04800307190	HI CELL WASH II ACID SOLUTION 2x2 L	\$ 12.95
05917832160	cobas a-ELECSYS RUBELLA IGG CC 5	\$ 31.82
04958730160	ROCHE SYSTEMS CFAS TPUC 200 CALIBRATOR	\$ 13.63
03005712190	ELECSYS PROBE WASH M	\$ 14.14
11800507001	ELECSYS CLEAN LINER 2010	\$ 11.22
03027651001	ELECSYS SYSCLEAN M ADAPTER	\$ 3.39
11033159001	ELECSYS SYSCLEAN ADAPTER	\$ 1.13
06986650001	GENTQ CALIBRATOR SET	Included In Reagents

Customer Initials ASD  
Roche Initials JS



10/13/2017

Tulare Local Health Care District  
Attn: Laboratory Director  
869 N Cherry St  
Tulare, CA 93274-2207

Dear Laboratory Director:

Thank you for your continued partnership with Roche Diagnostics Corporation. We strive to provide you with the highest quality products at competitive prices. Per the terms of your agreement, we are informing you of any pricing adjustments. Effective 11/15/2017, an increase of 4.0% will be implemented for your reagents and supplies. A list of the new prices for the reagents and supplies affected by this increase is enclosed. If you would like an electronic version of the new price list or if you have any questions, please contact Patty Cope at 661-877-7809. We value our partnership with you and look forward to our continued relationship in the future.

Sincerely,

Roche Diagnostics Corporation  
Customer Contracting Center

Enclosures

**55041386**  
**Tulare District Hosp**  
**Reagent and Supply Pricing - Effective**

11/15/2017

Roche Material Number	Material Description	Price
03002721122	GGT Gen.2, 400Tests, cobas c, Integra	\$ 19.14
03004732122	LDHI Gen.2 acc.IFCC, 300T, cobas c, Int.	\$ 19.53
03004899190	PreClean M Elecsys,cobas e	\$ 23.52
03005712190	Probe Wash M Elecsys,cobas e	\$ 15.91
03023141001	PC/CC-CUPS	\$ 47.29
03023150001	ELECSYS WASTE LINER M	\$ 5.63
03027651001	SYSCLEAN-ADAPTER M	\$ 3.82
03029590322	LIPC, 200Tests, cobas c, Integra	\$ 74.04
03032680122	FSH CS Elecsys V2	\$ 25.12
03038866322	cobas INTEGRA LDL-C + 2ND GEN (400,700,	\$ 457.39
03039773190	CHOL HiCo Gen.2, 400Tests, cobas c, Int.	\$ 19.80
03045838160	CA 15-3 G2 Elecsys cobas e 100	\$ 310.87
03045846122	CA 15-3 G2 CS Elecsys	\$ 25.37
03121305122	C.f.a.s. PUC	\$ 106.90
03142949122	ControlSet Vials Elecsys,cobas e	\$ 100.93
03149501001	REFERENCE ELECTRODE	\$ 26.10
03183688122	ALB BCG Gen.2, 300Tests, cobas c, Int.	\$ 19.44
03183696122	IRON Gen.2, 200Tests, cobas c, Integra	\$ 12.93
03183700190	LACT Gen.2, 100Tests, cobas c, Integra	\$ 36.78
03183734190	TP Gen.2, 300Tests, cobas c, Integra	\$ 19.39
03183742122	AMYL Gen.2, 300Tests, cobas c, Integra	\$ 100.22
03183777190	ETOH Gen.2, 100Tests, cobas c, INTEGRA	\$ 48.24
03183793122	PHOS Gen.2, 250Tests, cobas c, Integra	\$ 11.99
03183807190	UA Gen.2, 400Tests, cobas c, Integra	\$ 22.84
03183971122	Universal Diluent 2x36ml Elecsys,cobas e	\$ 7.08
03203093190	Prolactin G2 Elecsys cobas e 100 V2.1	\$ 71.04
03246353001	Cartridge CL	\$ 11.40
03261638190	cobas INTEGRA TOTAL BILIRUBIN SPECIAL	\$ 16.20
03277356190	Prolactin G2 CS Elecsys	\$ 25.18
03289923190	cobas INTEGRA CO2-L GEN.2 250 TEST	\$ 10.56
03290352160	Anti-HCV Elecsys cobas e 100	\$ 572.73
03290379160	Anti-HCV PC Elecsys	\$ 39.37
03300811190	HCG STAT Elecsys cobas e 100 V2	\$ 83.62
03303071190	HCG STAT CS Elecsys V2	\$ 25.18
03304671190	PRECISET DAT PLUS I	\$ 71.66
03333701190	ALP IFCC Gen.2 L, 400T, cobas c, Int.	\$ 25.85
03333752190	ALP IFCC Gen.2 S, 200T, cobas c, Int.	\$ 12.93
03333825190	cobas INTEGRA TPUC GEN. III 150 TEST	\$ 188.32
03375790190	HITACHI I PRECISET TDM 1	\$ 233.86

55041386 Tulare District Hosp Reagent and Supply Pricing - Effective			11/15/2017
Roche Material Number	Material Description	Price	
03554538190	FT3 CC 3 Elecsys	\$	24.99
03555941190	CFAS PAC 3X1ML	\$	34.59
03561097190	LH G2 CS Elecsys	\$	25.06
03609987190	Diluent MultiAssay Elecsys,cobas e	\$	17.16
03731596001	TUBE FOR PINCH (2PCS / 180 MM)	\$	17.64
03736148001	NOZZLE TIP	\$	61.87
03737551160	Ferritin Elecsys cobas e 100 V2	\$	100.30
03737586190	Ferritin CS Elecsys V2	\$	25.18
03753379001	PINCH TUBE E 170 ( 4 PCS )	\$	23.98
04399803190	HDL-C Gen.3, 200Tests, cobas c, Integra	\$	287.90
04404483190	GLUC HK Gen.3, 800Tests, cobas c, Int.	\$	78.80
04460715190	UREAL, 500Tests, cobas c, Integra	\$	24.50
04469658190	ALB-T TQ Gen.2, 100Tests, cobas c, Int.	\$	204.35
04476433160	Folate G3 Elecsys cobas e 100	\$	110.96
04481798190	AFP Elecsys cobas e 100 V1.1	\$	194.15
04485220160	Total PSA G2 CS Elecsys V2.1	\$	35.70
04487761190	AFP G2 CS Elecsys V2.1	\$	24.94
04489225190	SMS, cobas c	\$	2.58
04489241190	NaOH-D, cobas c	\$	3.16
04489357190	NACL 9% Dil, cobas c	\$	6.29
04489365190	NACL 9% SI Gen.2, cobas c, Integra	\$	20.25
04490754190	cobas BARB/200	\$	94.80
04490789190	cobas BENZ/200	\$	94.80
04490827190	cobas COCAINE/200	\$	97.69
04490851190	cobas METHADONE/200	\$	93.92
04490894190	cobas OPIATES/200	\$	97.69
04490908190	cobas PCP/200	\$	97.04
04491009190	cobas THC/200	\$	36.90
04491025190	cobas THEOPHYLLINE/100	\$	161.34
04491033190	cobas TOBRAMYCIN/100	\$	114.80
04491734160	Total PSA Elecsys cobas e 200	\$	537.93
04491742160	AFP Elecsys cobas e 200	\$	388.30
04491777160	CEA Elecsys cobas e 200	\$	485.71
04521536190	TDM CONTROL SET	\$	58.32
04522320190	ISE Int.Stand. Gen.2, cobas c, Hitachi	\$	17.46
04522630190	ISE Diluent Gen.2, cobas c, Hitachi	\$	12.85
04524977190	CKL, 200Tests, cobas c, Integra	\$	78.42
04525299190	cobas C INTEGRA CKMBL	\$	126.28
04528123190	HbA1c TQ Gen.2,150T, cobas c,Integra	\$	394.66

55041386 Tulare District Hosp Reagent and Supply Pricing - Effective 11/15/2017		
Roche Material Number	Material Description	Price
04528182190	cobas C (501) HBA1C HEMOLYZING REAGENT	\$ 66.93
04528417190	Cfas HbA1c, 3x2ml	\$ 23.38
04536355190	cobas C INTEGRA UIBC	\$ 37.34
04547241001	PROBE SAMPLE	\$ 415.99
04572459190	Vitamin B12 G2 CS Elecsys	\$ 25.12
04590856190	CFAS DAT QUALITATIVE PLUS CLINICAL	\$ 80.70
04618793160	Rubella IgG Elecsys cobas e 100	\$ 251.93
04618793190	ELECSYS RUBELLA IGG	\$ 251.93
04628918190	CRP LX HS, 300Tests, cobas c, Integra	\$ 427.45
04641655160	Total PSA Elecsys cobas e 100 V2.1	\$ 268.96
04663632190	Activator for cobas c,Integra,c111	\$ 25.18
04687787160	HBsAg G2 Elecsys cobas e 100	\$ 258.72
04687876160	HBsAg G2 PC Elecsys	\$ 36.23
04708725190	Sample Cleaner 1, cobas c	\$ 24.87
04738551190	TSH CS Elecsys V2	\$ 24.94
04740955001	RD Standard False Bottom Tube (2000 pcs)	\$ 140.61
04745736160	Vitamin B12 Elecsys cobas e 100 V2	\$ 110.21
04804376001	NOZZLE REAGENT	\$ 645.15
04810716190	CREAJ Gen.2, 700Test, cobas c, Integra	\$ 32.47
04813707001	LAMP HALOGEN ASSY 12V/50W	\$ 149.83
04813758001	PINCH VALVE TUBE ASSY ( 5 PCS )	\$ 46.77
04813766001	SIPPER TUBE ASSY ( 5 PCS )	\$ 39.37
04813847001	S SEAL PIECE U SET( 10 PCS )	\$ 185.60
04813855001	S SEAL PIECE D SET ( 10 PCS )	\$ 196.85
04814053001	PROBE ISE	\$ 602.87
04836693160	Vitamin B12 CC 3 Elecsys	\$ 50.11
04842464160	proBNP G2 Elecsys cobas e 100	\$ 1,462.32
04842472190	proBNP G2 CS Elecsys	\$ 25.18
04854241001	Reaction cell sets for cobas c 501	\$ 307.99
04874072190	Folate G3 CS Elecsys	\$ 25.18
04874625190	cobas CEDIA CARBAMAZEPINE	\$ 153.46
04880285190	Cell Wash Solution I/NaOH-D 2x1,8 L	\$ 8.66
04880293190	CleanCell M 2x2 L Elecsys,cobas e	\$ 8.03
04880307190	Acid wash Solution 2x1,8 L	\$ 14.57
04880340190	ProCell M 2x2 L Elecsys,cobas e	\$ 20.91
04894162001	R SEAL PIECE D1	\$ 196.85
04894189001	R SEAL PIECE U1 (nonRoHS)	\$ 185.60
04924495190	cobas c 501 D-BILI	\$ 69.20
04939425190	cobas ONLINE DAT AMPHETAMINE II/200	\$ 94.80

55041386 Tulare District Hosp Reagent and Supply Pricing - Effective			11/15/2017
Roche Material Number	Material Description		Price
04956842190	CRP Gen.3, 250 Tests, cobas c	\$	308.76
04958730160	ROCHE SYSTEMS CFAS TPUC 200 CALIBRATOR	\$	15.34
04985354160	Anti-HBs CC 3 Elecsys	\$	63.92
05027446190	cobas PHENOBARB/200	\$	244.35
05061482190	CA, Gen.2, 300Tests, cobas c,Integra	\$	19.43
05094798160	Troponin I STAT Elecsys cobas e 100	\$	298.92
05094801190	Troponin I STAT CS Elecsys	\$	25.12
05095107160	Troponin PC Elecsys	\$	35.70
05108411190	cobas PHENYTOIN/200	\$	325.85
05108420190	cobas VANCOMYCIN/200	\$	324.25
05108438190	cobas VALPROIC/200	\$	323.46
05192943190	Diluent Universal 2 2x36ml Elecsys	\$	7.08
05200067160	Testosterone G2 Elecsys cobas e 100	\$	144.96
05202230190	Testosterone G2 CS G2 Elecsys V2.1	\$	71.92
05219086160	Folate G3 CC 3 Elecsys	\$	24.99
05336163190	HbA1c TQ Gen.3, 150Tests,cobas c501/INT	\$	394.66
05360617160	ECOTergent H917/Mod P 12x59 ml	\$	109.67
05390109160	proBNP G2 STAT Elecsys cobas e 100	\$	1,557.94
05390117190	proBNP STAT CS Elecsys	\$	35.24
05579082160	HCG CC 5 Elecsys	\$	35.79
05618860160	PreciControl Varia Elecsys	\$	189.26
05795397190	BIL-T Gen.3, 250Tests cobas c,Integra	\$	16.20
05913268160	proBNP G2 CC 5 Elecsys	\$	35.79
05917794160	LH CC 5 Elecsys	\$	74.81
05917824160	TSH CC 5 Elecsys	\$	35.79
05917832160	Rubella IgG CC 5 Elecsys	\$	35.79
05917883160	CEA CC 5 Elecsys	\$	101.23
05917913160	T3 CC 5 Elecsys	\$	35.79
05917972160	CA 19-9 CC 5 Elecsys	\$	101.23
05918111160	cobas e-ELECSYS CA 125 CC	\$	35.79
05931550160	Troponin I CC 5 Elecsys	\$	35.79
05958024190	Sample Cleaner 2, cobas 6000	\$	29.35
06267564160	Prolactin CC 5 Elecsys	\$	35.79
06343422160	CA15-3 CC 5 Elecsys	\$	101.23
06347142160	T4 CC 5 Elecsys	\$	35.79
06368921160	ANTI-HCV G2 ELECSYS COBAS E 100	\$	572.73
06416632160	Vitamin D CC 5 Elecsys	\$	202.48
06427405160	ANTI-HCV G2 ELECSYS COBAS E 200	\$	1,145.46
06437206160	FT3 G3 Elecsys cobas e 200	\$	142.40



55041386 Tulare District Hosp Reagent and Supply Pricing - Effective			11/15/2017
Roche Material Number	Material Description		Price
06437222190	FT3 G3 CS Elecsys	\$	25.06
06437281160	FT4 G2 Elecsys cobas e 200	\$	148.30
06437290160	FT4 G2 CS Elecsys	\$	50.35
06437290190	cobas e-ELECSYS FT4 GEN.2 CS	\$	50.35
06481647190	MG Gen.2, 250Tests, cobas c	\$	16.28
06506780160	Vitamin D Elecsys cobas e 100	\$	643.95
06506798160	Vitamin D CS Elecsys	\$	90.11
06544410190	EcoTergent, cobas c501/502, 12x59 ml	\$	54.84
06656021190	Estradiol G3 Elecsys cobas e 100	\$	179.67
06656048190	Estradiol G3 CS Elecsys	\$	25.42
06769942190	ACET2 150 Tests, cobas c, Integra 400	\$	229.62
06779344190	Vancomycin Gen.3 200Test cobas c	\$	324.25
06986641001	GENTQ cobas c 501/502/311	\$	115.53
06986650001	GENTQ CALIBRATOR SET	\$	0.00
07005717190	LDL-C GEN.3, 200TESTS, cobas c,INT	\$	522.74
07007515190	ACET2 calibrator	\$	20.39
07030207190	CA 125 G2 CS G2 Elecsys	\$	25.37
07190794190	CK 200 Tests, cobas c/Integra	\$	78.42
07212771160	VITAMIN B12 G2 Elecsys cobas e 100	\$	110.21
07212780190	VITAMIN B12 G2 CS Elecsys V2	\$	25.12
07258062190	CARB4 100 Tests, cobas c	\$	122.76
07443471190	Estradiol G3 CC 3 Elecsys	\$	50.72
07464215160	Vitamin D total G2 Elecsys cobas e 100	\$	643.95
07464240190	Vitamin D total G2 CS Elecsys	\$	90.11
07528566190	HDL-C Gen.4, 350Tests cobas c,Integra	\$	503.83
07559992160	Folate G3 Elecsys cobas e 100 V2	\$	110.96
07560001190	Folate G3 CS Elecsys V2	\$	25.18
07762011190	CA 125 CC 3 Elecsys	\$	11.93
07914482160	HBsAg G2 Elecsys cobas e 200	\$	517.44
08245401001	PROBE SAMPLE	\$	415.99
08245410001	PROBE SAMPLE	\$	415.99
10394246001	Cobas sample cup 5000pcs	\$	77.18
10759350360	Cfas USA 12x3ML	\$	19.98
10825441001	Cartridge K	\$	14.26
10825468001	Cartridge NA	\$	14.32
11183974216	ISE Standard low 10x3ML	\$	7.84
11183982216	ISE Standard high 10x3ML	\$	7.84
11298500160	ISE Cleaning Solution / Elecsys SysClean	\$	51.56
11355279160	CFAS PROTEINS	\$	57.65

**55041386**  
**Tulare District Hosp**  
**Reagent and Supply Pricing - Effective**

**11/15/2017**

Roche Material Number	Material Description	Price
11360981216	ISE REFERENCE ELECTROLYTE 300ML	\$ 7.84
11447394216	Cfas CK.MB 3x1ML	\$ 69.18
11555421216	SMS Solution for HIT 917	\$ 29.35
11555448216	Hitergent for HIT 917 12x59ML	\$ 109.67
11662970122	CleanCell Elecsys,cobas e	\$ 24.68
11662988122	ProCell Elecsys,cobas e	\$ 24.94
11706799001	ASSAY TIP ELECSYS 2010/cobas e411	\$ 50.24
11706802001	ASSAY CUP ELECSYS2010/cobas e411	\$ 50.11
11729306122	BlankCell Elecsys,cobas e	\$ 50.85
11731297122	cobas e-ELECSYS FT4	\$ 148.30
11731360122	T3 Elecsys cobas e 200	\$ 111.52
11731416160	PreciControl Universal Elecsys	\$ 71.76
11731459122	TSH Elecsys cobas e 200	\$ 128.41
11731548122	T3 CS Elecsys	\$ 24.99
11731629160	CEA Elecsys cobas e 100	\$ 242.86
11731645322	CEA CS Elecsys V2	\$ 25.06
11732234122	LH Elecsys cobas e 100	\$ 71.20
11775863122	FSH Elecsys cobas e 100	\$ 70.86
11776193122	CA 19-9 Elecsys cobas e 100	\$ 310.87
11776215122	CA 19-9 CS Elecsys	\$ 25.37
11776223160	CA 125 G2 Elecsys cobas e 100	\$ 307.15
11776223161	CA 125 G2 Elecsys cobas e 100	\$ 307.15
11776240322	ELECSYS CA 125 II CALSET	\$ 25.37
11776452160	PreciControl TM Elecsys	\$ 71.59
11776576322	CalSet Vials Elecsys,cobas e	\$ 50.85
11776614190	AFP CC 3 Elecsys	\$ 25.12
11776665160	FT4 CC 3 Elecsys	\$ 25.12
11776762160	Total PSA CC 3 Elecsys	\$ 24.94
11776827160	FSH CC 3 Elecsys	\$ 25.06
11776860160	Testosterone CC 3 Elecsys	\$ 72.63
11800507001	Clean liner Elecsys 2010/cobas e411	\$ 12.63
11820524160	Anti-HBs Elecsys cobas e 100	\$ 321.27
11820532160	HBsAg Elecsys cobas e 100	\$ 258.72
11820567160	Anti-HBc IgM Elecsys cobas e 100	\$ 531.50
11820591160	Anti-HAV IgM Elecsys cobas e 100	\$ 429.54
11876309160	HBsAg PC Elecsys	\$ 36.23
11876317160	Anti-HBs PC Elecsys	\$ 54.20
11876333160	Anti-HBc IgM PC Elecsys	\$ 140.61
11876368122	Anti-HAV IgM PC Elecsys	\$ 140.61

55041386 Tulare District Hosp Reagent and Supply Pricing - Effective			11/15/2017
Roche Material Number	Material Description		Price
11930346122	Sys Wash Elecsys,cobas e	\$	7.49
11933159001	ELECSYS SYSCLEAN ADAPTER	\$	1.28
12017709122	T4 Elecsys cobas e 200 V2	\$	111.79
12017717122	T4 CS Elecsys V2	\$	25.12
12026864001	PADDLE (MIXING) WITH SCREW	\$	209.72
12102137001	Assay Tip/Cup Elecsys ModularE170	\$	68.73
12172623160	Cfas Lipids 3x1ML	\$	15.24
12172828322	PRECISET RF	\$	64.12
20737593322	MG, 175Tests, cobas Integra	\$	11.40
20737836322	DIGOXIN, 250Tests, cobas c, Integra	\$	379.88
20751995190	NH3/ETH/CO2 Calibrator	\$	17.53
20753580322	cobas c Integra SALICYLATE 150Tests	\$	229.62
20758809122	cobas Integra FP-Calibr. Acetaminophen	\$	20.39
20759198122	cobas Integra Calibrator Salicylat	\$	30.82
20764574322	RFII, 100Tests, cobas c, Integra	\$	123.80
20764655322	PREA, 100Tests, cobas c, Integra	\$	150.95
20764930322	CRP LX, 300Tests, cobas c, Integra	\$	370.49
20764949322	ASTL, 500Tests, cobas c, Integra	\$	32.17
20764957322	ALTL, 500Tests, cobas c, Integra	\$	32.23
20766682322	NH3L, 150Tests, cobas c, Integra	\$	55.24
20767107322	TRIGL, 250Tests, cobas c, Integra	\$	16.20
20767174160	cobas c Integra ACETA 150 Test	\$	229.62

# Master Agreement

This master agreement (the "Master Agreement") is entered into by Roche Diagnostics Corporation ("Roche") and the Customer identified in Section A below ("You", "Your" or "Customer") for the purchase or use of equipment and products and/or services that may be identified on the attached schedules and exhibits (collectively, the "Schedules") that are signed by the parties from time to time pursuant to this Master Agreement. This Master Agreement may be used for the purchase or use of equipment, products and/or services from the centralized diagnostics division, molecular diagnostics division and blood gas products from the point-of-care division of Roche.

## SECTION A - PARTIES:

Name:	TULARE LOCAL HEALTHCARE DISTRICT DBA TULARE REGIONAL CENTER	Name:	Roche Diagnostics Corporation
Address:	869 CHERRY ST	Address:	9115 Hague Road
City/St/Zip:	TULARE, CA, 93274-2207	City/St/Zip:	Indianapolis, IN. 46250-0457

## SECTION B - TERMS AND CONDITIONS

1. **PRODUCTS AND PRICE.** You agree to purchase from Roche and Roche agrees to sell to You the reagents, supplies, consumables, and software (collectively, the "Reagents/Supplies") and the equipment (the "Equipment," and collectively with the Reagents/Supplies, the "Products") that may be identified on the Schedules, at the prices set forth in the Schedules. Each Schedule entered into by the parties will constitute a separate agreement and will incorporate all of the terms and conditions of this Master Agreement, and contain such additional terms and conditions as may be agreed upon by the parties. If You purchase Products from the centralized diagnostics division, molecular diagnostics division and/or blood gas Products from the point-of-care division of Roche and the Products are not listed on any Schedule, the parties agree that those Products will be subject to the terms and conditions of the Master Agreement unless otherwise agreed to in writing by the parties. Title will transfer on all Products (other than leased or rented Equipment, Equipment noted as "included" on the applicable Schedules, and IT solutions) upon delivery of the Products.
2. **PRODUCT COMMITMENT.** At a minimum, You agree to purchase 100% of the quantities of Reagents/Supplies set forth in each Schedule (the "Commitment").
3. **TERM.**(a)The term of this Master Agreement will commence when signed by an authorized representative of Roche and will continue until all obligations under the Master Agreement and each Schedule are fully satisfied.(b)A Schedule will become effective when signed by an authorized representative of Roche.(c)The term of a Schedule ("Schedule Term") that includes Roche installed Equipment reporting patient results will commence on the date (the "Commencement Date") that the Equipment begins running patient results and the Schedule Term will continue through the number of months specified in the applicable Schedule. If the Schedule contains Roche installed Equipment for general purpose laboratory use the Schedule will have a Commencement Date that begins when all Roche installation activities are complete (e.g. Magnapure, Lightcycler) and the Schedule Term will continue through the number of months specified in the applicable Schedule. If the Schedule contains multiple units of Roche installed Equipment reporting patient results or general purpose laboratory use Equipment, the Schedule Term will be based on the last Commencement Date on that Schedule.
4. **SHIPMENTS AND RETURNS.**
  - 4.1 **Shipment.** Roche will ship Products to the facility designated in each Schedule. You will pay all freight, shipping and special delivery charges, but Roche will select the carriers and be responsible for loss and damage of the Products until delivery to Your facility. Freight and handling charges will be included in the invoice You receive from Roche. You are liable for risk of loss and damage after delivery to Your facility.
  - 4.2 **Returns.** For all Products (other than Equipment), You must provide written notice to Roche within 7 days after delivery if the Products are damaged. All returns of Products must be made in accordance with Roche's then current returned goods policy. A current copy of this policy will be provided to You if You request it from Roche's Customer Service Department at 1-800-428-5076.

# Master Agreement

5. **BILLING AND PAYMENT TERMS.** Roche will begin billing You for all Products (other than Roche installed Equipment) upon delivery of the Products. If Roche installed Equipment is listed on a Schedule, Roche will begin billing You for the Equipment on the applicable Commencement Date. Roche will provide You with payment terms of net thirty (30) days from the date of invoice. Payment by credit card is acceptable at point of sale only. Failure to pay invoices when due may result in non-shipment of all future orders of products that You purchase from Roche or You being notified by Roche that You are in default.
6. **TAXES.** You will pay when due, directly or by reimbursing Roche, all sales, use and personal property taxes and any interest and penalties on such delinquent taxes related to the Master Agreement. You will not be invoiced for any sales or use taxes for which You are exempt as long as You maintain a valid exemption certificate and provide it to Roche. Your responsibility regarding taxes will survive termination of the Master Agreement.
7. **PRICING ADJUSTMENTS.** After the first 12 months from the Schedule effective date, Roche may adjust Product pricing (excluding Equipment pricing) once annually upon 30 days' advance written notice to You. Roche agrees that such Product pricing adjustment will not exceed the increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics.
8. **CREDIT INFORMATION.** You agree to provide Roche with complete and accurate financial statements and other financial information that Roche reasonably requests from time to time, and You understand that Roche will obtain credit bureau reports and make credit inquiries that Roche determines are necessary. All financial information provided to Roche will be treated as confidential.
9. **EQUIPMENT.** Equipment may be rented, leased or purchased as identified on each Schedule.
  - 9.1 **Rented or Leased Equipment.** If You rent or lease Equipment, Roche will retain title to the Equipment until you satisfy Your obligations under this Agreement. You agree not to sell, transfer, assign, dispose of, or encumber the Equipment or permit any other person to have any interest in it unless You first receive written permission from Roche. You agree that You will not modify or move the Equipment from the location listed on the Schedule without Roche's written consent. You agree that You will keep the Equipment in good operating condition, pursuant to the operating or service manuals, as applicable, supplied to You by Roche, and use the Equipment solely for the business purpose and in the manner for which it was intended. You are responsible for any and all loss, damage (beyond normal wear), theft or destruction of the Equipment. You will purchase services ("Services") from Roche for the Equipment as specified in the applicable Schedule. You consent to Roche filing a UCC Financing Statement on the Equipment. If this transaction is deemed to be a contract intended for security, You hereby grant Roche a purchase money security interest in the Equipment and agree to keep the Equipment free of all other liens and encumbrances.
  - 9.2 **Purchased Equipment.** If You are purchasing Equipment, You will take title to the Equipment upon delivery at Your facility. If You are purchasing the Equipment through installment payments to Roche, You hereby grant Roche a purchase money security interest in the Equipment and agree to keep the Equipment free of all other liens and encumbrances.
  - 9.3 **Acceptance of Equipment.** Roche will deliver (and install, if applicable) the Equipment at Your designated facility. The Equipment will be deemed accepted by You unless, within 30 days after installation, You give Roche written notice that the Equipment is not in good working order.
  - 9.4 **Training.** You will maintain training processes regarding the operation of the Equipment and only allow individuals with appropriate skills and training to operate the Equipment.
  - 9.5 **Approved software.** You agree to only install Roche-approved software on the Equipment.
10. **END-OF-TERM OPTIONS.**
  - 10.1 **Renewal.** At the end of any Schedule Term, the Schedule will automatically renew month-to-month for full billing months and Roche will have the right to increase the pricing applicable to the Products on the Schedule. Roche agrees that such Product pricing adjustments will not exceed the increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics.
  - 10.2 **Renewal Termination.** Either party may terminate the renewal of any Schedule upon 15 days' advance written notice. If a Schedule is not renewed or the renewal of the Schedule is terminated by You, You will



# Master Agreement

return any rented or leased Equipment to Roche and Roche will pay or reimburse You for shipping costs, or You will purchase any rented or leased Equipment in accordance with the purchase options stated on the Schedule with 30 days' prior written notice to Roche.

11. **SERVICES.** You will be billed for Services in accordance with the Schedule. You acknowledge and agree that Services do not include failures due to operator errors, lack of operator maintenance, abnormal or unapproved uses, acts of third parties, faulty electrical connections, fluctuations or failures in air conditioning, water quality specifications, heating or cooling systems and electrical power failures, dust, dirt, liquids, viruses introduced by You, force majeure conditions, or other causes beyond Roche's reasonable control. Information regarding the Services is available to You at [www.mylabonline.com](http://www.mylabonline.com) or upon request from a Roche representative. In the event repairs are not covered under the Services, Roche will provide You with a cost estimate of the labor, travel and the parts necessary to repair the Equipment, and You will provide Roche with a purchase order for such services.
12. **IT SOLUTIONS.** If You are acquiring connectivity or other IT solutions, directly or indirectly, from a third-party vendor, You will obtain from that third-party vendor any license necessary to use the IT solution. If Your Schedule provides for an allowance to acquire a product or service from a third party, You will be solely responsible for selecting the vendor and for any validation relating to such product or service.
13. **REMOTE ACCESS SERVICE.** You agree to provide an internet enabled connection for Roche to remotely access the Equipment for the purpose of troubleshooting, user training, software updates and other appropriate uses. Access to confidential patient data will be held in confidence and distributed only within Roche on a need to know basis. Trending data (i.e., error log files, voltages, other equipment diagnostics checks) may be routinely collected for proactive, preventative, and diagnostic services. Trending data does not contain confidential patient data. Roche will have no obligation to alert or notify You of any issues or problems arising in connection with any Equipment which are or would have been discernable from a study or review of any historical data obtained from the Equipment.
14. **LIMITED WARRANTY.** (a)**Reagents/Supplies.**The sole and exclusive warranty for any Reagent/Supplies acquired pursuant to the Master Agreement will be the written warranty included in the packaging insert.(b)**Third-Party Products.**The sole and exclusive warranty for any Product provided, directly or indirectly, by a third party will be the standard warranty provided by the third party, and Roche will have no responsibility or liability relating to such Product. (c)**Equipment.**Roche warrants that each unit of Equipment will be free from defects in materials and workmanship (except for consumable items and equipment support products (e.g., lamps, probes, etc.)) and will meet manufacturer's written specifications for a period of one year from the applicable Commencement Date for each unit of Equipment. Roche warrants consumable items and equipment support products for a period of 90 days from delivery. At Roche's option, Roche will either replace or repair free of charge all parts which prove to be defective and are subject to such warranty. Roche will ship replacement parts at no cost to You. If Your Equipment is rented, the Equipment provided to You may be "recertified" used Equipment. You agree that Roche makes no representation and provides no warranty for non-Roche products used on the Equipment. You will hold Roche harmless from any responsibility or claims that arise from the use of non-Roche products. (d)**Services.** Roche warrants that the Services provided will be free from defects in workmanship for a period of 30 days from the date of the Services. (e)**Limitations.**THE LIMITED WARRANTY SET FORTH IN THIS SECTION WILL BE IN LIEU OF, AND ROCHE EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ROCHE BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.
15. **EQUIPMENT MODIFICATIONS.** The Equipment will perform to manufacturer's specification during any applicable warranty period. However, Roche may be required to modify the Equipment in order to improve its use and reliability. Modifications required to meet quality or reliability specifications will be performed as part of the warranty or the Services. Optional modifications that are not quality related are not covered as part of the warranty or the Services. Roche will provide You with a cost estimate of the labor, travel and parts necessary for optional modifications and You will provide Roche with a purchase order for any such optional modifications. Modifications will not extend the normal warranty period.
16. **DEFAULT.** A party is in default under this Master Agreement or Schedule if: (a) such party does not perform



# Master Agreement

any of its obligations under the Master Agreement or Schedule and this failure continues for 15 days after written notification of such failure; (b) such party notifies the other party that it does not intend to perform its obligations under the Master Agreement or Schedule; (c) such party becomes insolvent, dissolves or is dissolved, assigns its assets for the benefit of creditors or enters (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding or admits in writing its inability to pay its debts; or (d) You or Your affiliate offers Products for resale.

## 17. REMEDIES.

**17.1 Default by Roche.** In the event of a default by Roche, You may (1) terminate the applicable Schedule, with Roche remaining liable for all obligations which have not yet been met under the Schedule, (2) purchase any Equipment at a price calculated from the Equipment's amortization schedule, a copy of which will be provided to You upon termination, and (3) exercise any and all other remedies available at law or in equity. You agree that You will remain obligated to pay all sums owed to Roche prior to the date of Your termination.

**17.2 Default by You.** In the event of a default by You, Roche may (1) immediately enter Your premises to retake possession of the Equipment without the order of any court, but without causing any breach of peace; (2) raise prices of Products to reflect actual purchase volumes; (3) require You to pay the "Loss of Bargain" described below; (4) require You to pay for the pro rata remaining value of any products and associated Discounts provided as "included;" (5) terminate the Master Agreement and all Schedules, and collect all amounts owing or that become due under the Master Agreement and Schedules, including a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less; and (6) exercise any and all other remedies available at law or in equity.

**17.3 Cumulative Rights.** All of the remedies available are cumulative and may be exercised in any order.

**17.4 Other Expenses.** The defaulting party agrees to reimburse the non-defaulting party for all costs, expenses and damages, including reasonable attorney's fees and all other expenses of collection incurred by the non-defaulting party.

**18. LOSS OF BARGAIN.** Both parties agree and acknowledge that in the event of a default by You, the damages that will be incurred by Roche as a result of such default will be difficult or impossible to ascertain with specificity. Accordingly, both parties hereby agree to the following loss of bargain provision, not as a penalty but as a reasonable assessment of the loss of bargain. The "Loss of Bargain" that You agree to pay will be: (a) 25% of the annual Commitment for the Products listed on a Reagent and Supply Exhibit or similar pricing exhibit, plus (b) the sum of Your remaining monthly payments for all rented and leased Equipment, less unearned interest, and plus (c) the sum of Your remaining payments for Services, whether or not included in the Product price. You agree that the provisions related to the Loss of Bargain are reasonable in light of the circumstances of this Master Agreement and the Schedules and are not disproportionate to the presumed injury or loss resulting from Your default.

**19. LIMITATION OF LIABILITY/INDEMNITY.** Neither party shall be liable to the other party for incidental, indirect, special or consequential damages. Each party agrees to indemnify the other party from all liabilities arising from the other party's negligence or willful misconduct or failure to perform its duties or obligations as set forth in the Master Agreement or Schedule, except to the extent caused by the negligence or willful misconduct of the party seeking indemnification. To the extent permitted by law, You agree to indemnify Roche from all liabilities arising from Your misuse of the Products provided under the Master Agreement and Schedules.

**20. COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable laws and regulations. You understand and agree to use the Products as directed in the applicable package inserts, manufacturer's specifications, operators' manuals, applicable laws and regulations.

**21. DISCOUNTS.** If You select the "included" option on a Schedule with respect to any item of Equipment, You understand and agree that the value of such Equipment and any other discounts declared in a Schedule constitute a "Discount" as defined by 42 CFR part 1001.952(h). The Parties agree to comply with any and all reporting obligations there under, including the requirement that an institution required to file Medicare/Medicaid cost reports with the Federal and/or applicable state government, must fully and accurately report any discounts in its cost reports.

## 22. MISCELLANEOUS.

# Master Agreement

- 22.1 **Modifications/Obvious errors.** No waiver of or modification to any term of the Master Agreement or Schedule is valid unless it is in writing and signed by both parties. You agree that Roche is authorized to supply missing information or correct obvious errors in the Master Agreement and Schedules.
- 22.2 **Confidential Information.** The terms of the Master Agreement and Schedules will be treated as confidential information by both parties and will not be disclosed to any third party, except as may be required by law, government regulation or group purchasing organization ("GPO") or with Roche's written consent.
- 22.3 **Entire Agreement.** You agree that the terms and conditions in the Master Agreement and Schedules make up the entire agreement between You and Roche with respect to the subject matter contained herein unless expressly agreed to by the parties. In the event of a conflict between the Master Agreement and a Schedule, the terms and conditions in the Schedule will control. In the event of a conflict between the Master Agreement and other agreements (including a purchase order) the Master Agreement will control.
- 22.4 **Governing Law/Jury Waiver.** Both parties agree that the laws of the State of Indiana will govern the Master Agreement and Schedules. Each party expressly waives its rights to trial by jury.
- 22.5 **Notices.** All notices will be given in writing by the party sending the notice and will be effective when deposited in the U.S. Mail, certified with return receipt requested, addressed to the party receiving the notice at its address shown on the face of the Master Agreement. Notices to each party will be marked Attn: Law Department.
- 22.6 **Assignment.** You may not assign, sell or transfer Your interest in the Master Agreement or any Schedule without Roche's prior written consent which will not be unreasonably withheld. Roche may, with written notice to You, sell assign or transfer the Master Agreement or any Schedule.
- 22.7 **Survival.** Each party's rights will survive the term of the Master Agreement and any Schedule.
- 22.8 **Force Majeure.** Either party's obligations under the Master Agreement and any Schedule will be suspended in the event that a party is hindered or prevented from complying with its obligations (other than the obligation to pay money) because of labor disputes, hurricanes, earthquakes, floods, or other acts of God, war, terrorism or any other condition beyond the parties' reasonable control.
- 22.9 **Waiver.** If either party delays or fails to enforce any of its rights under this Master Agreement or any Schedule, such party will be able to enforce its rights at a later time.
- 22.10 **Access and Cooperation.** You agree to cooperate with Roche, and provide reasonable access to Your facility as necessary, in the event of a correction or removal of any Products.

## SECTION C - SIGNATURES

The Master Agreement will not become effective and binding upon Roche unless and until accepted, in writing below, by an authorized representative in Indianapolis, IN. By signing the Master Agreement, You are warranting that the person signing has the authority to do so. If You are signing a Schedule pursuant to a contract between a GPO with a contract with Roche for the Products, all applicable terms and conditions of the GPO contract in effect as of the Schedule Effective Date supersede the terms and conditions stated in the Master Agreement for so long as You remain an eligible purchaser under the GPO contract.

Customer: <del>THE COFFAGE GUILD OF THE</del> TULARE DISTRICT HOSPITAL	Roche Diagnostics Corporation
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Print Name: <i>CHRIS CALOZZELLO</i>	Print Name: <i>[Handwritten Name]</i>
Title: <i>CEO</i>	Title: Kathy Brittingham - Walker
Date: <i>12/17/10</i>	Date: Manager, Customer Contracting Center <i>12/28/10</i>