





## ROCHE DIAGNOSTICS CORPORATION ENCOMPASS AGREEMENT

This agreement ("Agreement") is entered into between Roche Diagnostics Corporation ("Roche Diagnostics") and the Hospital/Purchasing Entity ("Customer") identified below.

### 1 SECTION A - CUSTOMER INFORMATION

Hospital/Purchasing Entity - "Customer"	Distributor (if applicable) - "Distributor"
Name: San Bernardino County on behalf of Arrowhead Regional Medical Center	Name: Medline Industries, Inc.
Address: 400 N Pepper Ave	Address: 1200 Townline Rd
City/St/Zip: Colton, CA 92324-1801	City/St/Zip: Mundelein, IL 60060-4448
Phone: (909) 580-0224	Phone: (847) 643-4073
Contact: Billie Burch	Account #: 55053446
Account #: 55063299	Vendor #:
GPO*: Vizient Supply, LLC. LB0972	
AGREEMENT TERM (Months): 60	

The parties are signing this Agreement pursuant to the Capital Equipment Supplier Agreement for Point of Care – Glucose Testing between Vizient Supply, LLC ("GPO") and Roche Diagnostics for blood glucose testing products ("GPO contract"). All applicable terms and conditions of the GPO contract in effect as of the Effective Date of this Agreement supersede the terms and conditions state herein for so long as Customer remains an eligible purchaser under the GPO Contract.

### 2 Additional Terms and Conditions

**2.1 Equipment, Services, Discount Information:** See Appendix A. This information details the Equipment, Connectivity Solutions, Discounts and other Products/Services provided hereunder.

**2.2 Roche Agreements to Terminate and/or Equipment to Return:** See Appendix B. This information details the Roche agreements to be terminated and/or equipment to return to Roche.

**2.3 Consumables And Annual Purchase Commitment:** See Appendix C. This Reagent and Supply Exhibit details Customer's Annual Commitment, Total Term Commitment and pricing. Customer irrevocably commits to purchase the annual quantity of consumable product(s) ("Consumables") each year during the Term (each, an "Annual Commitment", and collectively, the "Total Term Commitment"). The Contract Price does not include any applicable Distributor mark-up negotiated between Customer and Distributor.

**2.4 Software, Software Services, Software Discount Information:** See Appendix D. This information details Customer's Software, Software Services and Software Discounts acquired hereunder. The values for the items listed as "Included in Reagents" are provided for use in preparing Customer's Medicare cost reports.

**2.5 Standing Orders And Sequestered Lots - Standing Orders:** Customer must submit a purchase order specifying the quantity and timing of shipments (but no more frequently than one shipment per month). Customer will be billed as orders are shipped unless Customer and Roche Diagnostics agree otherwise in writing to installment billings. **Sequestered lots of test strips:** Customer must establish a standing order and additionally must commit to a minimum quantity of 1,008 vials of test strips for the period of strip sequestering not to exceed a maximum of six (6) months. Customer must pay Roche Diagnostics for all Consumables sequestered for Customer, regardless of whether Consumables are shipped or expire before shipping.



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**2.6 Products and Pricing.** Customer agrees to purchase from Roche Diagnostics (through a distributor of Customer's choice, where indicated), and Roche Diagnostics agrees to provide, the items described in Sections C and D on the first page of this Agreement (collectively, the "Products"), which are for Customer's

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own clinical use and not for resale. After the first twelve (12) months of the Term, or the expiration of the GPO National Blood Glucose Agreement, whichever comes first, Roche Diagnostics may adjust pricing once annually upon 30 days' advance written notice to Customer. Roche agrees that such Product pricing adjustment will be equal to the corresponding percentage increase in 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, or 4% each eligible year, whichever is less.

**2.7 Consumable Products Commitment.** The pricing for the Consumables under this Agreement is based upon the purchase of the Annual Commitment during each year of the Term and of the Total Term Commitment during the Term.

**2.8 End-Of-Term Options.** Upon termination or expiration of this Agreement by either party, Customer will return any rented or leased Equipment to Roche and Roche will pay or reimburse Customer for shipping costs, or Customer will purchase any rented or leased Equipment in accordance with the purchase options stated on this Agreement with 30 days' prior written notice to Roche.

**2.9 Blood Glucose Testing Equipment, IT Solutions and Products/Services.** **(a)Connectivity solutions provided by a third party vendor:** If Customer selects connectivity or other IT solutions provided by 1) a third party vendor, Customer must acquire a license from that third party vendor or 2) through Roche, Customer must acquire a license from Roche for use of the IT solutions and any associated hardware. Customer is solely responsible for negotiating the terms of any such license agreement. If a license is not acquired, Customer must return the IT solutions and associated hardware to the vendor. **(b)Cash Allowances:** If the Customer receives a cash allowance to acquire a product or service from a third party, Customer shall be solely responsible for selecting the vendor, if any, and for any and all validation relating to such product or service. **(c)Consumables and items listed as payment method "Purchase":** Customer shall take title to all items upon delivery, except that connectivity solutions provided by a third party vendor shall remain the property of the vendor. **(d)Items listed as payment method "Vial Surcharge" or "Included in Reagents":** Customer understands and agrees that the cost of these items is being charged in the form of a surcharge added to the blood glucose test strip vial price, and these items will only be paid in full when Customer satisfies its Total Term Commitment. Roche Diagnostics shall retain title to all such Products until Customer has satisfied its Total Term Commitment, at which time the vial surcharge amount shall be discontinued and title shall pass to Customer (except that connectivity solutions provided by a third party vendor shall remain the property of the vendor). **(e)Items listed as payment method "No Additional Charge":** Customer understands and agrees that the value of these items constitutes a "Discount" as defined in 42 CFR 1001.952 (h). Roche Diagnostics shall retain title to all items until Customer has satisfied its Total Term Commitment, except that connectivity solutions provided by a third party vendor shall remain the property of the vendor. **(f) Amount Due Roche** is equal to the total value of items provided in Equipment, Connectivity Solutions, and Other Products/Service minus the allowance Roche Diagnostics provides toward the acquisition of the items listed under the Equipment, Connectivity Solutions, And Other Products/Service section identified in this Agreement. Customer understands this amount will be invoiced by Roche Diagnostics to Customer immediately upon Effective Date of this Agreement and Customer will pay Roche Diagnostics in accordance with the Payment Terms of this Agreement.

**2.10 Limited Warranty.** The sole and exclusive warranty for any Product acquired pursuant to this Agreement, except for products provided by third parties, shall be the written warranty included in the packaging of the applicable Product. The sole and exclusive warranty for any Product provided by a third party shall be the standard warranty provided by the third party, and Roche Diagnostics shall have no responsibility or liability relating to such Product. The warranty for any Product which is equipment shall continue for its stated term or the term of this Agreement, whichever is longer. All replacement equipment will be shipped overnight if requested. The sole and exclusive remedy for breach of any warranty is refund, repair or replacement of the affected Product, at Roche



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Diagnostics' sole option. THE LIMITED WARRANTY PROVIDED UNDER THIS AGREEMENT OR BY REFERENCE IN THIS AGREEMENT SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ROCHE DIAGNOSTICS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES.

**2.11 Distributor.** Customer may select a Distributor ("Distributor") and purchase Products toward the Annual Commitment and Total Term Commitment from such Distributor, provided that Customer and Distributor agree that Distributor will be the billing agent for this Agreement. Participation of Distributor is subject to Roche Diagnostics credit approval. Roche Diagnostics reserves the right to require Customer to change distributors. Customer may change Distributors by giving Roche Diagnostics thirty (30) days written notice of such change.

**2.12 Voluntary Termination.** Customer acknowledges and agrees that this Agreement is based upon Customer's commitment to purchase the Total Term Commitment. Customer may terminate this Agreement by giving Roche Diagnostics sixty (60) days advance written notice of termination and paying Roche Diagnostics all sums detailed in the Remedies paragraph of this Agreement.

**2.13 Default.** Customer shall be in default under this Agreement if: (a) Customer fails to perform any term or condition of this Agreement and such failure continues for thirty (30) days after written notice thereof by Roche Diagnostics; (b) Customer becomes insolvent or admits in writing its inability to pay its debts; (c) Customer does not, or notifies Roche Diagnostics it does not intend to, fulfill any Annual Commitment or the Total Term Commitment; or (d) Customer or its affiliates offer Products for resale.

**2.14 Remedies.** In the event of Customer default, Roche Diagnostics shall be entitled to: (a) terminate this Agreement; (b) collect from Customer a sum equal to (i) 100% of the difference between the Total Term Commitment and Customer's payments made in satisfaction of such commitment, plus (ii) the remaining pro rata value of any items provided at No Additional Charge hereunder; (c) collect from Customer any amounts owed with respect to Products or items received under this Agreement, including (i) payment for the remaining value of any items financed via Vial Surcharge, and (ii) late payment fees of 1.5% per month or the highest rate permitted by law, whichever is less; (d) collect from Customer an amount equal to the difference between the price Customer paid for each Product and the price Customer would have been required to pay for the Product at the volume actually purchased (if applicable), and/or (e) raise prices to reflect actual purchase volumes. Customer also agrees to pay for any and all other costs, expenses and damages, including reasonable attorney's fees and all other expenses of collection incurred by Roche Diagnostics.



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**2.15 Disclosure of Discounts.** The parties hereby agree to adhere to all applicable reporting requirements relating to discounts provided to Customer hereunder, including the requirement that institutions 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. (Public Law 100-93, the "Medicare and Medicaid Patient and Program Protection Act of 1987"; 42 CFR part 1001.952(h) as amended, July 29, 1991).

**2.16 Credit Information.** Customer agrees to provide Roche Diagnostics with complete and accurate financial statements and other financial information that Roche Diagnostics reasonably requests from time to time, and Customer authorizes Roche Diagnostics to obtain credit bureau reports and make credit inquiries that Roche Diagnostics determines are necessary. All financial information provided to Roche Diagnostics will be treated as confidential.

**2.17 Payment Terms.** Direct purchases, payment terms shall be net thirty (30) days from date of invoice. Failure to pay invoices when due may result in non-shipment of future orders and/or Customer being declared in default. All applicable taxes will be added to invoices.

**2.18 Shipment and Delivery.** Upon receipt from Customer of an order for the Products listed in this Agreement, Roche Diagnostics will ship the equipment to Customer. Roche Diagnostics will select the carrier and be responsible for loss or damage while in transit. Risk of loss shall pass to Customer upon delivery. Freight costs will be prepaid by Roche Diagnostics and added to Customer's invoice.

**2.19 Returns.** For Customers purchasing directly from Roche Diagnostics, shipping errors and damaged or defective goods shall be the only acceptable reasons for return. Customer may contact Roche Diagnostics Customer Service at 1-800-428-5076 to process any requests for returns.

**2.20 Training.** Roche Diagnostics will provide in-service training for blood glucose monitors acquired under this Agreement. Additional telephone support is available 24 hours per day, 365 days per year, by calling Roche Diagnostics at 1-800-440-3638.

**2.21 Force Majeure.** Neither party shall be liable to the other if the performance of this Agreement or of any obligation hereunder (other than the obligation to pay money) is prevented or restricted by reason of fire or other casualty or accident; strikes or labor disputes, inability to procure raw materials, components, power or supplies (including inability to manufacture in sufficient quantities); hurricanes, earthquakes, floods, or other acts of God; war, terrorism or civil unrest or any other condition beyond the parties' reasonable control.

**2.22 General.** Upon reasonable notice Roche Diagnostics or its designee, at its expense, may audit all relevant books and records of Customer to confirm Customer's compliance with the "own use" requirement set forth herein. Any examination shall be conducted during Customer's normal business hours. This Agreement and its attachments constitute the entire Agreement between the parties and supersede all prior verbal and written understandings. Any purchase order submitted by Customer shall be for reference purposes only and its terms shall be of no force or effect. This Agreement may not be altered or amended except by written agreement signed by both parties. This Agreement shall not be assigned by either party without the written consent of the other. This Agreement shall be governed by and construed in accordance

with the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**2.23 POC Blood Glucose Technology Upgrade:** If a new FDA-approved or cleared Roche Diagnostics product is introduced into the institutional blood glucose market for Point of Care ("POC") testing and becomes available (the



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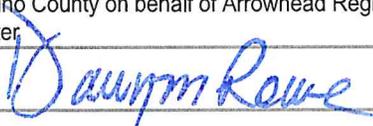
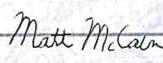
"New Product"), Customer may upgrade to the New Product, by executing an amendment to add the New Product to the Agreement with Roche Diagnostics that is mutually agreed upon by both parties.

**2.24 POC Product Credit:** In conjunction with this Agreement, Roche Diagnostics agrees to provide a product credit to Customer up to the total amount more specifically identified in the section entitled "Equipment, Services, Discount Information" of Appendix A for Customer's use in acquiring Roche POC blood glucose Equipment (including any New Product as defined in Appendix A if and when it becomes available), LIS Interface (as defined in the LIS Interface Credit clause, and/or connectivity, including cobas infinity POC solutions and Roche POC drivers. The product credit may only be used twice during the term of the Agreement (including any Agreement extensions) and is only available for use up to six (6) months from the expiration date of this Agreement. Any portion not used by this date will automatically expire. It is the intention of the Parties that the products acquired pursuant to this credit shall be treated separately and independently for purposes of determining the Parties' respective rights and obligations under this Agreement and shall not constitute a bundled arrangement. In the event of default by Customer under this Agreement, Customer agrees to reimburse Roche Diagnostics for the pro-rata remaining value of the credit amount used before Customer's default or termination. Any product credit used hereunder will constitute a "Discount" for purposes of this Agreement.

**2.24 LIS Interface Credit:** In connection with this Agreement, Roche agrees to facilitate Customer's acquisition of an LIS interface by providing a credit to Customer to be applied against any future Roche invoice for the Equipment, Services and Discount information included on this Agreement. The amount included for the LIS Interface Credit is further described in Appendix A. This credit may be applied only during a twelve (12) month period beginning on the Effective Date of this Agreement and will be applied by Roche only after Customer has: (a) engaged a third party vendor to provide the LIS interface and ensured satisfactory installation at Customer's 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 term of this Agreement will automatically expire.

**2.25 Electronic Signatures.** This Agreement (Agreement) may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

This Agreement shall not become effective and binding upon Roche Diagnostics unless and until accepted in writing below by an authorized representative in Indianapolis, IN. By signing this Agreement, Customer is warranting that the person signing has the authority to do so.

San Bernardino County on behalf of Arrowhead Regional Medical Center	Roche Diagnostics Corporation
Signature: 	Signature:  Matt McCain cn=Matt McCain, c=US, o=Roche Diagnostics Corp., email=Matt.McCain@Roche.com
Print Name: <b>Dawn Rowe</b>	Print Name: <b>Matt McCain</b> I agree to the specified portions of this document 2024.03.27 16:49:39 -04'00'
Title: <b>Chair, Board of Supervisors</b>	Title: Franchise Manager, Point of Care
Date: <b>APR 23 2024</b>	Effective Date: <b>03/27/2024</b>

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### Appendix A – Equipment, Services, Discount Information

Description	Quantity	Acquisition Method	Value *	Pricing *	Payment Frequency/ Method	Value of Discount
<b>Equipment 1. ACCU-CHEK® Inform II Meter Kit + RF Customer Owned</b>						
Existing Equipment Accu-Chek Inform II	1	Existing Customer Owned	N/A	N/A	N/A	N/A
<b>POC Product Credit</b>						
POC Product Credit	1		\$135,000.00	\$135,000.00	No Additional Charge	N/A
<b>TOTAL VALUE OF DISCOUNTS</b>						<b>\$0.00</b>

\*Values reflected above may include interest and financing costs. Upon Customer request, Roche shall disclose interest rate calculations.

<b>Amount Due Roche: \$0.00</b>
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### Appendix B – Roche Agreements to Terminate and/or Equipment to Return

Agreement to Terminate	Agreement Termination Date	Equipment to Return	Serial Number	Equipment Return Date
151008	Upon the Effective Date of this Agreement	N/A	N/A	N/A



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**Appendix C - Reagent And Supply Exhibit**

**Product Commitment**

Material Name	Catalog Number	Amount of Surcharge included in Price Per UoM	Price Per UoM	Unit of Measure (UoM)	Annual Committed Quantity	Total Term Commitment	Annual Committed Total
ACCU-CHEK INFORM II US 50CT 36/CS F2	05942861001	\$0.00	\$16.30	Vial	6,480	32,400	\$105,624.00
ACCU-CHEK SAFE-T-PRO PLUS 200CT 6/CASE	03448622001	\$0.00	\$29.75	Box	996	4,980	\$29,631.00
ACCU-CHEK INFORM II CONTROLS US 10/CS	05213509001	\$0.00	\$4.97	Box	400	2,000	\$1,988.00
<b>Annual Commitment</b>						<b>\$137,243.00</b>	
<b>Total Term Commitment</b>						<b>\$686,215.00</b>	

**Additional Product Pricing**

Material Name	Catalog Number	Contract Price
A/C Inform II Training Solution	08154392001	\$7.00
Accu-Chek Inform II Accessory Box Kit	05060281001	\$24.25
ACCU-CHEK INFORM II BASE UNIT LIGHT VIR	05868777001	\$67.00
ACCU-CHEK INFORM II BASE UNIT VIR KIT	05501300001	\$222.00
ACCU-CHEK INFORM II HUB VIR	06918298001	\$575.00
Accu-Chek Inform II Meter Kit + RF	05060303001	\$740.00
ACCU-CHEK LINEARITY KIT U.S.	05871166001	\$24.90
Accu-Chek Safe-T-Pro Uno 200 ct 16/CS	05888662160	\$26.84
Base Unit Hub	05888760001	\$575.00
Code Key Reader NGBG	04884671001	\$40.00
Wall Mount Base, Accu-Chek Inform II	05404878001	\$19.44

**Appendix D – Software, Software Services, Software Discount Information**

This Appendix is intentionally left blank.