

CONTRATO NUM. 2013-000080
SEGURO SOCIAL PATRONAL: 680-14-5003
ABBOTT LABORATORIES PUERTO RICO, INC.
CUENTAS: 1223336411
JAVIER E. MALAVE ROSARIO



ABBOTT LABORATORIES (PUERTO RICO), INC.
ULTANE DISCOUNT AGREEMENT

Contract# 1118441

THIS ULTANE DISCOUNT AGREEMENT ("Agreement") is entered into by and between **Corp Del Centro Cardiovascular** (Account #78441), a domestic corporation duly established and in good standing under the laws of the Commonwealth of Puerto Rico (herein after referred to as "HOSPITAL"), having its principal place of business at Bo. Monacillos, Centro Médico, San Juan, Puerto Rico 00936 and Abbott Laboratories (Puerto Rico), Inc. (herein after referred to as "ABBOTT"), a foreign corporation duly registered and authorized to conduct business in the Commonwealth of Puerto Rico, having its principal place of business at 9615 Los Romeros Ave. Suite 700, Montehiedra Office Center, San Juan PR, PR 00926.

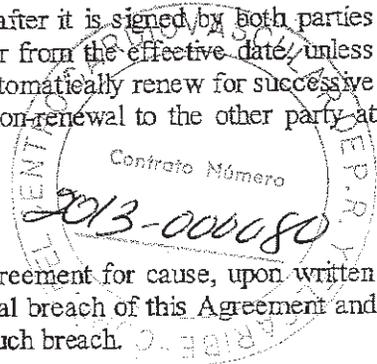
WHEREAS, HOSPITAL desires to purchase and ABBOTT desires to sell certain ABBOTT product(s) at the prices and per the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties and covenants set forth below, the parties agree as follows:

- Purchase and Sale.** For the term of this Agreement, HOSPITAL shall buy from ABBOTT and ABBOTT shall sell to HOSPITAL, all of HOSPITAL's requirements for Sevoflurane, which ABBOTT markets under the brand name Ultane®. The Ultane product(s) that may be purchased hereunder are listed on Exhibit A (the "Product(s)"), which is attached to this Agreement and made a part of it. If Product(s) is a controlled substance, HOSPITAL shall provide ABBOTT with a copy of HOSPITAL's current Drug Enforcement Administration ("DEA") license and Puerto Rico Health Department license.
- Commonwealth of Puerto Rico.** HOSPITAL represents that the Product is being purchased by HOSPITAL to be utilized by pharmacies located in the Commonwealth of Puerto Rico. Units of Product sold by ABBOTT to wholesalers for distribution outside the Commonwealth of Puerto Rico, regardless of whether such units are thereafter dispensed by a pharmacy within or outside of the Commonwealth of Puerto Rico, and regardless of whether any importation or re-importation of such units of Product is then permissible under applicable law, shall not be eligible for the discounts hereunder.
- Complaint Handling; Adverse Events / Complaints.** Adverse Events / Complaints related to the Product which have been reported to HOSPITAL shall be reported to Abbott's Customer Service Department by telephone (787-622-5454 dial 7 or 787-257-4420) within twenty-four (24) hours of HOSPITAL becoming aware of an Adverse Event / Complaint. HOSPITAL shall provide Abbott with all the information HOSPITAL has available concerning the Adverse Event / Complaint and shall cooperate fully in any investigation conducted or directed by Abbott. Abbott represents and warrants that any and all information required to be reported by HOSPITAL to Abbott hereunder is for one of the "public health activities" exceptions set forth at 45 CFR § 164.512(b) of HIPAA (which among other things, permits a disclosure without patient authorization under certain circumstances relating to adverse event reporting), and that Abbott only requires that amount of information minimally necessary for Abbott to perform such public health activity. For the purpose of this provision, "Adverse Events" means any adverse event associated with the use of the Product in humans.

SMF
7/14/12

4. **Term.** This Agreement shall commence three (3) working days after it is signed by both parties ("Effective Date") and will continue for a period of one (1) year from the effective date, unless terminated earlier pursuant to Article III. This Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the end of the then current term.



5. **Termination.**

A. **Termination for Cause.** Either party may terminate this Agreement for cause, upon written notice to the other party, should the other party commit a material breach of this Agreement and such breach is not cured within ten (10) days of written notice of such breach.

B. **Termination Without Cause.** This Agreement may be terminated by either party without cause by providing thirty (30) days' prior written notice to the other party.

C. **Discounts Not to Create New Best Price.** In the event that at any time and for any reason any discounts paid or payable hereunder would have the effect of establishing for any Product the best price under Section 1927(c)(1)(C) of the Social Security Act, then, notwithstanding anything to the contrary set forth in this Agreement, such discount(s) shall be reduced by such amount ("Excess Reimbursements") as ABBOTT may determine to be necessary to prevent the discounts under this Agreement from establishing such a best price. To the extent that ABBOTT has previously paid any such Excess Reimbursements, HOSPITAL shall be obligated to refund such Excess Reimbursements to ABBOTT within thirty (30) days after notification by ABBOTT.

6. **Prices.**

Exhibit A – Product(s): ABBOTT agrees to provide Product(s) at the prices listed in Exhibit A. Prices offered on Product(s) in Exhibit A shall remain firm for a period of one (1) year from the Effective Date. Following the first contract anniversary, ABBOTT may increase prices by an amount equal to five percent (5%), or the percentage increase in the Puerto Rico Consumer Price Index (CPI) as published by governmental authorities in Puerto Rico, whichever is lower, for the period immediately preceding the date of the first contract anniversary.

7. **Product Additions and Deletions.** At any time during the term of this Agreement, ABBOTT may, at its sole discretion, add Products to Exhibit A or delete any of the Product(s) listed in Exhibit A, upon thirty (30) days' written notice to HOSPITAL.

8. **Payment Terms.** 2% 30 days from date of invoice, Net 90 days.

9. **Disclosure.** The purchase prices under this Agreement (including the value of any discounts, rebates, or price concessions) are intended to reflect discounts or other reductions in price within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A) and may reflect a bundled discount pricing arrangement. With regard to any bundled discount pricing arrangement, ABBOTT shall timely provide HOSPITAL further detail pertaining to the allocation of such discounted purchase prices to the products in the bundle. HOSPITAL may have an obligation to report such discounts to any state or federal program that provides reimbursement to HOSPITAL for the items to which the discount applies and, if so, HOSPITAL must fully and accurately report such discounts. Further, HOSPITAL shall retain invoices and other price documentation and make them available to federal or state officials upon request.

JHG
AHF
7/12/12

Y

- 10. **Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the other party.

Abbott Laboratories announced on October 19, 2011 that it intends to separate into two publicly traded companies: (1) a diversified medical products company, that will retain the name Abbott Laboratories, and (2) a research-based pharmaceutical company that will be named AbbVie Corp ("AbbVie"). Corp Del Centro Cardiovascular hereby consents to the transfer or assignment of Abbott Laboratories (Puerto Rico), Inc. rights and obligations under this Agreement to Abbott Laboratories, AbbVie or a subsidiary of either company in connection with or in anticipation of the separation, and notwithstanding anything to the contrary that may be contained in this Agreement, such transfer or assignment shall not violate, constitute a breach of, result in any additional obligations or loss of rights under, or give rise to any right to terminate or cancel this Agreement. Following such transfer or assignment, the person to whom such rights and obligations are transferred or assigned shall have all rights and all obligations of Abbott Laboratories (Puerto Rico), Inc. under this Agreement, and Abbott Laboratories (Puerto Rico), Inc. shall have no further obligations under this Agreement. Notwithstanding anything to the contrary that may be contained in this Agreement, no consent or notice shall be required for the direct or indirect transfer of any equity of Abbott Laboratories (Puerto Rico), Inc. to AbbVie, Abbott Laboratories or a subsidiary of either company in connection with or anticipation of the separation, and such transfer shall not violate, constitute a breach of, result in any additional obligations or loss of rights under, or give rise to any right to terminate or cancel this Agreement.

- 11. **Notices.** Any required notices shall be sent to the following addresses:

To ABBOTT: ABBOTT LABORATORIES (PUERTO RICO) INC.
 Finance Department
 9615 Los Romeros Ave. Suite 700
 Montehiedra Office Center San Juan, PR 00926
 Attention: Judith Nazario, Contracting & Pricing Manager

To : Corp Del Centro Cardiovascular
Bo. Monacillos, Centro Médico
San Juan, Puerto Rico 00936
Attention: Sr. Javier Malavé, Executive Director

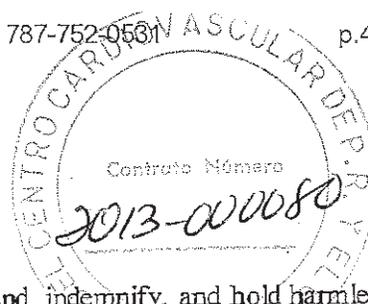


- 12. **Confidentiality.** Except as otherwise may be required to be disclosed by law, each party shall maintain the confidentiality of the existence of this Agreement, as well as all of its terms and conditions, throughout the term of this Agreement, and for a period of three (3) years after its expiration or termination; provided, however, that upon knowledge of a request for disclosure under such grounds, the party receiving the request for disclosure (the Receiving Party) will promptly notify in writing the party whose confidential information may be disclosed (the Disclosing Party) and allow the Disclosing Party reasonable time to challenge said request in any court if the Disclosing Party so notifies in writing to the Receiving Party. Both parties agree not to use the other party's name in any press release or announcement without such other party's prior written consent (which is in its sole discretion to grant or withhold).

- 13. **Own Use.** Prices offered herein are applicable only for drugs sold to institutions for their "own use" (within the meaning of the Non-profit Institutions Act as interpreted in the United States Supreme Court's decision in Abbott Laboratories vs. Portland Retail Druggists Association, Inc., 425 U.S. 1 (1976)). Own use expressly excludes the dispensing of the Product to any person or entity for resale purposes. HOSPITAL's breach of this provision shall be considered a material breach of this Agreement.

[Handwritten initials]
 BHC
 7/12/12

[Handwritten mark]

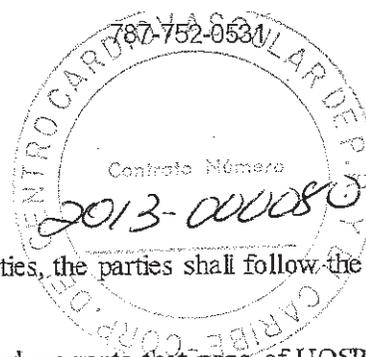


14. **Indemnification.** Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party, its clients, employees and agents against all third party claims, liabilities, losses, damages, costs, attorneys' fees or expense of any injury caused by the negligence or willful misconduct of the Indemnifying Party. The other party ("Indemnified Party") shall promptly notify the Indemnifying Party of any such claims, liabilities, etc., shall fully cooperate with the Indemnifying Party in the investigation and defense thereof, and shall not settle or otherwise compromise such claims, liabilities, etc. without the prior written consent of the Indemnifying Party. EXCEPT IN RESPECT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS OR BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
15. **Relationship of the Parties.** The relationship of the parties under this Agreement is that of independent contractors. Nothing contained in this Agreement is intended or is to be construed so as to constitute the parties as partners, joint venturers, or either party as an agent or employee of the other.
16. **No Third Party Beneficiaries.** The parties intend that only HOSPITAL and ABBOTT and their permitted assignees will benefit from, and are entitled to enforce the provisions of, this Agreement. No third party beneficiary is intended under this Agreement.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, excluding choice of law provisions.
18. **Force Majeure.** Noncompliance with any obligations hereunder due to force majeure, such as acts of God, laws or regulations of any government, war, terrorism, civil commotion, destruction of production facilities and materials, fire, earthquake or storm, labor disturbances, shortage of materials, failure of public utilities or common carriers, and any other causes beyond the reasonable control of the parties, shall not constitute a breach of this Agreement.
19. **Compliance with Law.** In connection with its respective obligations under this Agreement, each party shall comply with all applicable federal, state and local laws and regulations, including without limitation any disclosure or consent requirements.
20. **Public Announcements.** Neither party shall use the name of the other party in any publicity, advertising or announcement without the other party's prior written approval.
21. **HIPAA and HITECH.** The parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 and the federal security standards as contained in 45 CFR Part 142, and the Health Information Technology for Economic and Clinical Health Act of 2009, and the rules and regulations promulgated thereunder.
22. **Use of Trademarks, Etc.** Neither party shall use any trade name or trademark of the other except as expressly permitted in writing by the other party.

[Handwritten mark]

*SHF
7/12/12*

[Handwritten mark]



23. **Dispute Resolution.** If a dispute arises between the parties, the parties shall follow the alternative dispute resolution provisions provided for in Exhibit B.

24. **Debarment and Exclusion.** HOSPITAL represents and warrants that none of HOSPITAL, any HOSPITAL employees, agents or subcontractors performing hereunder, have ever been, are currently, or are the subject of a proceeding that could lead to HOSPITAL or such employees, agents or subcontractors becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual, nor are they listed on the FDA's Disqualified/Restricted List for clinical investigators. HOSPITAL further covenants, represents and warrants that if, during the Term, HOSPITAL, or any of HOSPITAL's employees, agents or subcontractors performing hereunder, becomes or is the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual, or added to FDA's Disqualified/Restricted List for clinical investigators, HOSPITAL will immediately notify ABBOTT, and ABBOTT will have the right to immediately terminate this Agreement. This provision will survive termination or expiration of this Agreement. For purposes of this provision, the following definitions will apply:

- (a) A "Debarred Individual" is an individual who has been debarred by the FDA pursuant to Title 21 of the United States Code ("USC") Section 335(a) or (b) from providing services in any capacity to a person that has an approved or pending drug product application.
- (b) A "Debarred Entity" is a corporation, partnership or association that has been debarred by the FDA pursuant to Title 21 of USC Section 335a (a) or (b) from submitting or assisting in the submission of any abbreviated drug application, or a subsidiary or affiliate of a Debarred Entity.
- (c) An "Excluded Individual" or "Excluded Entity" is (i) an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal health care programs such as Medicare or Medicaid by the Office of the Inspector General (OIG/HHS) of the U.S. Department of Health and Human Services; or (ii) is an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal procurement and non-procurement programs, including those produced by the U.S. General Services Administration (GSA).
- (d) A "Convicted Individual" or "Convicted Entity" is an individual or entity, as applicable, who has been convicted of a criminal offense that falls within the ambit of Title 21 of USC Section 335a(a) or Title 42 of USC Section 1320a - 7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible.
- (e) "FDA's Disqualified/Restricted List" is the list of clinical investigators restricted from receiving investigational drugs, biologics, or devices if FDA has determined that the investigators have repeatedly or deliberately failed to comply with regulatory requirements for studies or have submitted false information to the study sponsor.

25. **Severability.** The provisions of this Agreement shall be severable and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

Handwritten initials: Jm, AMF, 7/12/12

Handwritten initials: YP

26. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties and shall supersede any prior agreements and understanding of the parties with respect to the subject matter hereof. This Agreement (including Exhibit A) may not be amended or modified except upon the written agreement of both parties.

To become effective this Agreement must be signed and returned within thirty (30) days of 06/20/2012. Documents returned after such date (07/20/2012) shall have no effect unless accepted by ABBOTT in writing.

To allow for time to update systems at ABBOTT, prices will become effective three (3) days after receipt by ABBOTT of the Agreement fully executed.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the parties as of the date first set forth below.

Corp Del Centro Cardiovascular

ABBOTT LABORATORIES (PUERTO RICO), INC.

Accepted By: Javier Malavé

Accepted By: Berta Figueroa

Print Name Sr. Javier Malavé

Print Name: Berta Figueroa

Title: Executive Director

Title: Finance Director

Date: 7/1/2012

Date: 7/12/12



EXHIBIT A
PRODUCT(S)

| PRODUCTS | DESCRIPTION | PACK | PRICE |
|------------|--------------------|---------------------|-----------|
| 4456004005 | Ultane Pen 250 ml. | 6 Bottles / 250 ml. | \$ 960.00 |

Contract Inquiries:

Judith Nazario, Contracting & Pricing Manager _____ (787) 750-5454 ext. 3016
 Berta Figueroa, Finance Director _____ (787) 622-6663

HOSPITAL: Initial _____ Date 7/11/12

ABBOTT: Initial BNF Date 7/12/12

Handwritten mark



EXHIBIT B
ALTERNATIVE DISPUTE RESOLUTION

The parties agree that any dispute relating to either party's rights or obligations under this Agreement shall be resolved by the Alternative Dispute Resolution (ADR) provisions set forth herein.

To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within 14 days after its receipt of notice of ADR, the other party may, by written notice, add additional issues to be resolved. Within 21 days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party, its subsidiaries or affiliates. The parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than 56 days after selection of the neutral (unless otherwise agreed upon by the parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed 20 pages. The pre-hearing exchange must be completed no later than 10 days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on 2 consecutive days, with each party entitled to 5 hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall rule within 14 days after the hearing and shall not issue any written opinion.

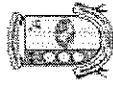
The expenses of the ADR process shall be shared equally by the parties, with each party bearing its own costs and expenses. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction.

To the extent not contradicted by the parties' contractual agreement regarding ADR rules and procedures contained herein, the rules of the CPR Institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, N.Y. 10017 shall apply.

AMF
7/13/12

4



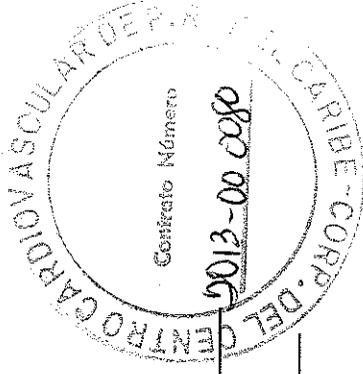


Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico
OFICINA DEL CONTRALOR
Office of the Comptroller
San Juan, Puerto Rico

21912013-00008014525

CERTIFICACION
CERTIFICATION

SOBRE OTORGAMIENTO DE CONTRATO, ESCRITURA O DOCUMENTO RELACIONADO
REGARDING THE EXECUTION OF CONTRACTS, DEEDS AND OTHER RELATED DOCUMENT



[1] Código de Entidad 2191
Entity Code
[2] Número de Contrato 2013-000080
Contract Number
[3] Fecha de Otorgamiento (dd/mm/aa) 01/07/12
Date of execution (dd/mm/yy)
[4] Cuantía Total \$ 48,600.00
Total amount
[5] Cuentas 1223336411
Accounts

[6] Código del Tipo de Contrato 3 - COMPRA DE MATERIALES, MEDICINAS Y COMBUSTIBLE
Contract Type Code

[7] Exento 0 No Exento
Exempt

[8] Orden (Aprobación o dispensa de algún organismo del Gobierno)
Authorization or waiver from another government entity

[9] Vigencia desde (dd/mm/aa) 01/07/12 hasta (dd/mm/aa) 30/06/15
Effective date from (dd/mm/yy) to (dd/mm/yy)

[10] Seguro Social Personal o Patronal 680-14-5003
Social Security Number

[11] Contratista(s) ABBOTT LABORATORIES PUERTO RICO, INC.
(Contractor)

[12] Representante(s) de la(s) Entidad(es) Gubernamental(es) JAVIER E. MALAVE ROSARIO
(Government Representative(s))

La presente certificación es en cumplimiento con Carta Circular promulgada por el Contralor de Puerto Rico. Esta no debe ser remitida a la Oficina del Contralor y debe archivarse en el expediente del Contrato.

(This certification is in compliance with the instructions issued by the Comptroller of Puerto Rico. This document should not be remitted to the Office of the Comptroller, and must be filed with the contract)

El suscrito certifica haber otorgado hoy el contrato descrito en este documento y está de acuerdo con la información provista.

The undersigned, certifies that the contract described in this document was executed on this date and agrees with the above information.

[13] En (ciudad) SAN JUAN, Puerto Rico, hoy (dd/mm/aa) 01/07/12
In (city), Puerto Rico, today (dd/mm/yy)

[14] Firma Funcionario G ubernamental:

Signature of the Government Officer:

Firma (Signature) Juleri
JAVIER E. MALAVE ROSARIO
Letra de molde (print)

*Ver instrucciones de uso de bases para completar la información form)