



**Contract Number**

**20-642 A-1**

**SAP Number**

**4400015096**

**Arrowhead Regional Medical Center**

|   |  |
|---|--|
| <b>Department Contract Representative</b> | <u>William L. Gilbert, Director</u>            |
| <b>Telephone Number</b>                   | <u>(909) 580-6150</u>                          |
| <b>Contractor</b>                         | <u>Becton, Dickinson and Company</u>           |
| <b>Contractor Representative</b>          | <u>Stephanie Rose, Senior Manager</u>          |
| <b>Telephone Number</b>                   | <u>(410) 316-3272</u>                          |
| <b>Contract Term</b>                      | <u>September 1, 2020 through April 2, 2026</u> |
| <b>Original Contract Amount</b>           | <u>\$71,352</u>                                |
| <b>Amendment Amount</b>                   | <u>\$89,640</u>                                |
| <b>Total Contract Amount</b>              | <u>\$160,992</u>                               |
| <b>Cost Center</b>                        | <u>9175004200</u>                              |

**AMENDMENT NO. 1 TO BD SERVICE AGREEMENT**

WHEREAS, on August 11, 2020, San Bernardino County (fka County of San Bernardino) on behalf of Arrowhead Regional Medical Center (County) and Becton Dickinson and Company, through its BD Life Sciences – Integrated Diagnostics Solutions business unit (BD) entered into a BD Service Agreement (“Agreement”) with a service plan term of September 1, 2020 through April 2, 2023 for the service of certain equipment at Arrowhead Regional Medical Center (ARMC); and

WHEREAS, the parties now desire to extend the service plan term of the Agreement for an additional 36 months and to update the service plan for which the equipment will receive; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration set forth below, the parties agree as follows effective as of April 3, 2023:

1. The Service Plan Term as set forth in the Agreement is extended by 36 months such that the Service Plan and Agreement shall expire on April 2, 2026.
2. The annual cost for the Service Plan beginning on April 3, 2023 shall be \$29,880.00.

3. Effective April 3, 2022, the equipment identified in the Agreement will be under the Complete CARE 48 Service Plan.
4. Exhibit E to the Agreement is deleted in its entirety and replaced with Exhibit E to this Amendment.
5. All other terms and conditions of the Agreement shall remain in full force and effect.
6. This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

SAN BERNARDINO COUNTY, on behalf of  
Arrowhead Regional Medical Center

BECTON, DICKINSON AND COMPANY, through  
its BD Life Sciences – Integrated Diagnostic  
Solutions business unit

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title Dir \_\_\_\_\_  
(Print or Type)

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

|  |                                  |                                   |
|--|----------------------------------|-----------------------------------|
| Approved as to Legal Form                | Reviewed for Contract Compliance | Reviewed/Approved by Department   |
| ►<br>Charles Phan, Deputy County Counsel | ►<br>_____                       | ►<br>William L. Gilbert, Director |
| Date _____                               | Date _____                       | Date _____                        |

## EXHIBIT E

### BRUKER MALDI System Service Plans - Choose From 3 Levels of Service

1. Complete CARE 24
2. Complete CARE 48
3. Complete CARE

#### Complete CARE 24 Maintenance Agreement includes:

- Onsite response of One (1) Business Day: Monday-Saturday 8:30am-5pm.
- 1 (One) Planned Maintenance (PM) visits per year with complete inspection of listed instrumentation
- Unlimited onsite emergency service visits
- Parts, labor, travel. Exclusions noted in the Terms and Conditions
- Software Upgrades. Bruker proprietary software only, excludes 3rd party software; excludes hardware necessary to upgrade system compatibility
- 1(One) cleaning visit or 1 (One) additional PM will be inclusive after Bruker service engineer diagnoses the system and recommends a cleaning or PM on the contracted instrumentation.
- Depot unit in case of long downtime

Additionally, Bruker will provide a Hotline number for applications /technical service during normal business hours; technical support hotline outside normal business hours of 5PM-12AM EST weekdays, 9AM -9PM EST on weekends and holidays. Any other than the included PM /cleanings visits will be sold separately. Parts exclusions are noted in the Terms and Conditions.

BRUKER'S FIRST LINE OF SUPPORT IS VIA A REMOTE ACCESS: If remote access is not available, response time and/or repair will be delayed to a minimum of 2 business days. Response time begins once a certified Bruker service engineer diagnoses the system and recommends a visit. Service response excludes weekends, company and local public holidays.

For IVD/ CA system, software and library are registered/ approved and cleared for use with registered/ approved Bruker CARE products. The use of non-Bruker reagents and consumables is therefore not recommended and is consequently leading to immediate invalidity of this contract. In this case contract fees will not be reimbursed.

Note: Contract does not cover the following items unless otherwise stated: Data systems (PC), Monitors, Printers, UPS, Robotics, Galaxies, Pilots, non-Bruker instruments or consumables (Capillaries, Targets, Chemicals, etc.). For Relocation of instrument please contact Bruker. Relocation of an instrument under contract may void the contract. Discount on relocation may apply. All work will be performed by Bruker Daltonics OEM factory-certified Field Service Engineer.

#### Complete CARE 48 Maintenance Agreement includes:

- Onsite response of 2 (Two) Business Days: Monday-Friday 8:30am-5pm.
- 1 (One) Planned Maintenance (PM) visits per year with complete inspection of listed instrumentation
- Unlimited onsite emergency service visits
- Parts, labor, travel. Exclusions noted in the Terms and Conditions
- Software Upgrades. Bruker proprietary software only, excludes 3rd party software; excludes hardware necessary to upgrade system compatibility
- 1 (One) cleaning visit or 1 (One) additional PM will be inclusive after Bruker service engineer diagnoses the system and recommends a cleaning or PM on the contracted instrumentation

Additionally, Bruker will provide a Hotline number for applications /technical service during normal business hours; Technical support hotline outside normal business hours of 5PM-12AM EST weekdays, 9AM -9PM EST on weekends and holidays. Any other than the included PM /cleanings visits will be sold separately. Parts exclusions are noted in the Terms and Conditions.

BRUKER'S FIRST LINE OF SUPPORT IS VIA A REMOTE ACCESS: If remote access is not available, response time and/or repair will be delayed to a minimum of 2 business days. Response time begins once a certified Bruker service engineer diagnoses the system and recommends a visit. Service response excludes weekends, company and local public holidays.

For IVD/ CA system, software and library are registered/ approved and cleared for use with registered/ approved Bruker CARE products. The use of non-Bruker reagents and consumables is therefore not permitted and will consequently lead to immediate invalidity of this contract. In this case contract fees will not be reimbursed.

Note: Contract does not cover the following items unless otherwise stated: Data systems (PC), Monitors, Printers, UPS, Robotics, Galaxies, Pilots, non-Bruker instruments or consumables (Capillaries, Targets, Chemicals, etc.). For Relocation of instrument please contact Bruker. Relocation of an instrument under contract may void the contract. Discount on relocation may apply. All work will be performed by Bruker Daltonics OEM factory-certified Field Service Engineer.

#### Complete CARE Maintenance Agreement includes:

- Onsite response of 3 (Three) Business Days: Monday-Friday 8:30am-5pm
- 1 (One) Planned Maintenance (PM) visits per year with complete inspection of listed instrumentation
- Unlimited onsite emergency service visits
- Parts, labor, travel. Exclusions noted in the Terms and Conditions.
- Software Upgrades. Bruker proprietary software only, excludes 3rd party software; excludes hardware necessary to upgrade system compatibility
- 1(One) cleaning visit or 1 (One) additional PM will be inclusive after Bruker service engineer diagnoses the system and recommends a cleaning or PM

on the contracted instrumentation

Additionally, Bruker will provide a Hotline number for applications /technical service during normal business hours; Technical support hotline outside normal business hours of 5PM-12AM EST weekdays, 9AM -9PM EST on weekends and holidays. Any other than the included PM /cleanings visits will be sold separately. Parts exclusions are noted in the Terms and Conditions.

BRUKER'S FIRST LINE OF SUPPORT IS VIA A REMOTE ACCESS: If remote access is not available, response time and/or repair will be delayed to a minimum of 2 business days. Response time begins once a certified Bruker service engineer diagnoses the system and recommends a visit. Service response excludes weekends, company and local public holidays.

For IVD/ CA system, software and library are registered/ approved and cleared for use with registered/ approved Bruker CARE products. The use of non-Bruker reagents and consumables is therefore not permitted and will consequently lead to immediate invalidity of this contract. In this case contract fees will not be reimbursed.

Note: Contract does not cover the following items unless otherwise stated: Data systems (PC), Monitors, Printers, UPS, Robotics, Galaxies, Pilots, non-Bruker instruments or consumables (Capillaries, Targets, Chemicals, etc.). For Relocation of instrument please contact Bruker. Relocation of an instrument under contract may void the contract. Discount on relocation may apply. All work will be performed by Bruker Daltonics OEM factory-certified Field Service Engineer.