



**Amendment No. 2**

<b>Customer Name ("CUSTOMER")</b>	<b>Customer Number</b>	<b>PURCHASE ORDER NUMBER</b>
SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER	106312	
<b>Contact Name</b>	<b>Contact Phone Number</b>	<b>Contact Email</b>
Billie Burch	(909) 580-0062	burchb@armc.sbcounty.gov
<b>Bill To Address</b>	<b>Ship To Address</b>	<b>Hologic Representative</b>
SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, CA US 92324	SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, CA US 92324	Teresa Mullen teresa.mullen@hologic.com 510-565-6349

This Amendment No. 2 ("Amendment") is to that certain Hologic Sale Agreement and Supply Program Attachment dated July 11, 2017, as amended from time to time ("Agreement") between Hologic Sales and Service, LLC (formerly known as Hologic (MA), LLC. ("Hologic"), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer") is by and between Hologic and Customer and is effective on the date this Amendment is fully executed ("Amendment Date"). Hologic and Customer are collectively referred to herein as the "Parties".

WHEREAS, the Parties are desirous of amending the Agreement.

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

1. The term of the Agreement (including Supply Program Attachment) is extended through July 10, 2026. Either party may terminate the Agreement (including the Supply Program Attachment) at any time with at least 180 (one hundred eighty) days written notice to the other party
2. The Parties expressly agree that there are no other understandings, writings or discussions related to the subject matter hereof other than the Agreement and this Amendment. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms as stated therein, but, to the extent of such modification, the provisions of this Amendment shall supersede those of the Agreement.
3. The total payments under this Agreement shall not exceed \$298,000 without an amendment to this Agreement. It shall be Customer's responsibility to monitor expenditures for this Agreement.
4. Campaign Contribution Disclosure (SB1439). Hologic has disclosed to San Bernardino County ("County") whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within 12 months before the date this Amendment is approved by the Board of Supervisors. Hologic acknowledges that under Government Code section 84308, Hologic is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment. In the event of a further amendment to the Agreement, Hologic will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of that proposed amendment.
5. Effective September 23, 2022, Hologic, Inc. assigned this Agreement to its wholly owned subsidiary, Hologic Sales and Service, LLC and all of Hologic, Inc.'s rights and obligations under this Agreement have been assumed by Hologic Sales and Service, LLC. Customer hereby irrevocably consents to such assignment and agrees that such consent shall be deemed to fully satisfy all requirements under the Agreement for assignment of the rights and obligations set forth therein. As of September 23, 2022, all references in the Agreement to Hologic, Inc. shall refer

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to Hologic Sales and Service, LLC.

- 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.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to the Agreement to be executed by their fully authorized representative.

**Accepted and agreed to:**

San Bernardino County on behalf of Arrowhead Regional Medical Center (by its authorized representative)		Hologic Sales and Service, LLC (by its authorized representative)	
Name	Title		
Signature	Date	Signature	Date

*The offer contained in this Agreement is null and void if this Agreement is not executed by Customer (and returned to Hologic) on or before 7/8/2024 (“Offer Expiration Date”), or accepted by Hologic as indicated by Hologic’s signature above.*

**PLEASE FAX OR EMAIL COMPLETED AND SIGNED AGREEMENT TO [nationalcontracts@hologic.com](mailto:nationalcontracts@hologic.com)  
OR (844) 749-3816**