

Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative William L. Gilbert **Telephone Number** (909) 580-6150 Contractor Siemens Healthcare Diagnostics **Contractor Representative** Kristin Hall **Telephone Number** 214-425-6361 **Contract Term** September 11, 2020 through September 10, 2022 **Original Contract Amount** \$317.601.00 **Amendment Amount** \$177,712.00 **Total Contract Amount** \$495,313.00 **Cost Center** 7500

Briefly describe the general nature of the contract: Amendment No. 2 to Agreement No. 15-289 with Siemens Healthcare Diagnostics, Inc. to increase the contract amount by \$177,712 from \$317,601 to \$495,313; and extend the contract term for the performance of urinalysis testing from September 11, 2020 through September 10, 2022.

FOR COUNTY USE ONLY		(-106)
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Petrantment
	<u> </u>	-/////W/W
Charles Phan, Deputy County Counsel		Willam V. Gilbert, Director
Date	Date	pate 4/7/1/2070

Sold to: 5568 Quote # 1-S4QRXE-1

SECOND AMENDMENT to the SUPPLEMENT TO THE MASTER PRODUCTS AGREEMENT

THIS SECOND AMENDMENT to the Supplement to the Master Products Agreement ("MPA") dated May 18, 2015 (Supplement), as amended by an Amendment dated May 18, 2015, between Siemens Healthcare Diagnostics Inc. ("Siemens") and COUNTY OF SAN BERNADINO d/b/a ARROWHEAD REGIONAL MEDICAL CENTER ("Customer") is made effective September 11, 2020 ("Second Amendment Effective Date").

WHEREAS, Customer and Siemens desire to further amend the Supplement as set forth below in order that the Supplement, as amended, is acceptable to both parties for execution;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree the Supplement shall be further amended as follows:

- Number 4 of the Supplement, Term, is hereby deleted in its entirety and replaced with the following: "TERM. The
 Term of the Supplement is for twenty-four (24) months from the Second Amendment Effective Date as set forth in
 the Second Amendment."
- 2 Attachment A for Quote #1-30LA2Q in the Supplement is hereby deleted in its entirety and replaced with Attachment A for Quote #1-S4QRXE-1, attached hereto and incorporated herein.
- 3. Attachment A, page one of one, the second sentence in the language in the footer is hereby modified to read as follows: "Use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial competitive harm to Siemens Healthcare Diagnostics Inc. and unless required by applicable law (including, but not limited to the California Public Records Act and Ralph M. Brown Act), is prohibited."
- 4. All other provisions of the MPA, Supplement, and Amendment to the Supplement to the MPA (collectively, the "Agreement") shall remain unchanged. Except as affected by this Second Amendment, the Agreement shall continue in full force and effect in accordance with its terms.
- 5. This Second 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 Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second 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 Second Amendment upon request.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Second Amendment to the Supplement to the Master Products Agreement as of the Second Amendment Effective Date.

COUNTY OF SAN BERNADINO D/B/A ARROWHEAD REGIONAL MEDICAL CENTER	SIEMENS HEALTHCARE DI	AGNOSTICS INC.
By: M Figure	By: The T	hell .
Name(print): Curt Hagman	Marshall Name (print):	Digitally signed by Marshall Rhonda
	Rhonda	Date: 2020.06.30
Title: Chairman, Board of Supervisors	Title:	13:59:01 -04'00'
By signing this document, signor certifies that no modifications or additions will be void.	SIGNED AND CERTIFIED TO THIS DOCUMENT HAS BEE	HAT A COPY OF EN DECIVERED E BOARD

Attachment A

Quote #: 1-S4QRXE-1 Approved: 05/27/2020

Legal Name: **Customer Name:** Product Line:

COUNTY OF SAN BERNADINO

ARROWHEAD REGIONAL MEDICAL CENTER

Urinalysis

Purchasing Group: Sold To Customer #: VIZIENT 5568

Total annual minimum Commitment Amount:

\$36,677.85

Equipment Information - Urinalysis Part # Onsite Quantity Comments SYSMEX KIT FOR AUWI PRO 10720065 CLINITEK Novus ® w/o Rack Handler 10697937

Products: Reagents Pricing - Urinalysis

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	Cost/Test	Cost/Kit	Total Annual
CLINITEK NOVUS 10 Cassette UF-II Sheath Total Annual	10634643 10378290	41,400 41,565 82,965	489	92 85	\$0.32 \$0.15	\$144.06 \$72.28	\$13,253.52 \$6,143.80 \$19,397.32

Products: Supplies - Urinalysis	Part #	Annual # of Kits	Cost/Kit	Total Annual
Atlas Neg CTL	10311135	15	\$29.70	\$445.50
Atlas Strips CTL	10311124	15	\$32.19	\$482.85
Novus CLINITEK Novus ® CAL	10697753	2	\$41.49	\$82.98
Rinse Additive	10697754	2	\$21.53	\$43.06
UF-II CTL	10378295	12	\$283.92	\$3,407.04
UF-II Pack-BAC	10378293	14	\$173.64	\$2,430.96
UF-II Pack-SED	10378291	14	\$289.74	\$4,056,36
UF-II Search-BAC	10378294	14	\$183.11	\$2,563,54
UF-II Search-SED Total Annual Supplies	10378292	14	\$269.16	\$3,768.24 \$17,280.53

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.

Ву:

Date:

CUSTOMER:

Curt Hagman

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

Name (print):

Name (print):

Digitally signed by Marshall

Title:

By:

Chairman, Board of Supervisors Title:

Rhonda

Date: 2020.06.30

Date:

July 14, 2020

13:59:34 -04'00'

Address:

115 Norwood Park South, MA 02062

By signing this document, signor certifies that no modifications or additions have been made to the Attachment A. Any such modifications or additions will be void.

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.