

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
22-1251 A-2

SAP Number
4400026318

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Hologic Sales and Service, LLC
Contractor Representative	Guiseppe Troisi
Telephone Number	(702) 239-2091
Contract Term	January 7, 2023, through January 6, 2026
Original Contract Amount	\$440,104
Amendment Amount	\$3,697
Total Contract Amount	\$443,801
Cost Center	7630
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Amendment No. 2 to Agreement No. 22-1251 with Hologic Sales and Service, LLC to add preventative maintenance and repair services for Hologic Mammography equipment, increasing the contract amount by \$3,697 from \$440,104 to a total of \$443,801, with no changes to the contract term of January 7, 2023, through January 6, 2026.

FOR COUNTY USE ONLY
Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 6/10/2025

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 6/10/2025



Service Agreement Second Amendment

Hologic Internal Use Only	
Entered By:	
Date Entered:	
Agreement Number:	
Customer PO:	
Quote #:	Q-418648

This Second Amendment ("Amendment") to that certain Service Agreement (Hologic contract # 00270457) with an effective start date of 1/7/2023, as amended from time to time ("Agreement") between Hologic Sales and Service, 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 a party last signs ("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. Capitalized terms used and not defined in this Amendment have the meaning given to them in the Agreement. By executing this Amendment, the terms of the Agreement (including all Exhibits) are incorporated into and become part of this Amendment. The Services are governed by the terms of the Agreement, as adjusted and/or supplemented by this Amendment.
2. Hologic will provide to Customer the additional repair and maintenance services on the Equipment as specified in the table below (the "Services"). Exhibit A, attached and titled "Service Type Coverage," defines the Service Type and contains coverage details, including hours of service and additional terms. Exhibit B, attached and titled "Product Support Information," provides contact information. Customer may request Services or support by contacting the applicable Product support group in Exhibit B. The Agreement payment amount is modified in accordance with the Additional Service Total Term Price as set forth below and will be invoiced and payable in accordance with the terms of the Agreement.

Model	Serial Number	Service Type	Annual List Price	Annual Discount	Annual Net Price	Coverage Term	Term Length	Term Price
Digital CAD with 1st License	C2079	PREFERRED PLAN 1PM	\$11,300.00	\$2,542.51	\$8,757.49	8/5/2025 to 1/6/2026	0.42	\$3,696.94

Additional Services Term Discount Total:			(USD 1,073.31)					
Additional Services Total Term Price:			USD 3,696.94					

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. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives, to be effective as of the Amendment Date.

CUSTOMER: SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER

Authorized Signature: *Dawn Rowe*

Name: Dawn Rowe

Title: Chair, Board of Supervisors Date: AUG 05 2025

HOLOGIC SALES AND SERVICE, LLC

Signed by:

Authorized Signature: *James Gable*

Name: James Gable

Title: Vice President, BSH Sales

Date: 07/31/2025



Exhibit A
Service Type Coverage

Standard Hours are Monday to Friday, 8am to 5pm local time, exclusive of Hologic-observed holidays.
Extended Hours are Monday to Friday, 8am to 9pm local time, exclusive of Hologic-observed holidays.
Coverage Period is stated on the Service Quote for individual Equipment and the applicable Service Type.

Service Type	Coverage Description
PREFERRED PLAN 1PM	Preferred Plan 1 PM (1) (2) (5) (6) (10) Services include: • Telephone and remote diagnostic support twenty-four (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays. • Replacement parts. Includes standard shipping and handling costs to ship such parts to Customer. • Travel time and labor coverage for on-site assistance during Standard Hours. • Same day on-site response for down Equipment during Standard Hours, and on-site emergency coverage for down Equipment, Monday to Friday, 5:00pm to 9:00pm local time, if call is received by Hologic by 2pm local time. If Hologic Field Engineer cannot respond on-site same day for calls received after 2pm local time during Standard Hours, such call will be dispatched the following business day. • One (1) Planned Maintenance ("PM") inspection per year of Coverage Period completed on-site during Extended Hours. • All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours. Excludes third-party Software updates and security patches, such as Microsoft Windows security updates and antivirus software. Excludes replacement parts and hardware necessitated by Software Updates and Software Upgrades. • American College of Radiology ("ACR") compliance. • Ninety-five percent (95%) uptime guarantee in accordance with Hologic's Equipment Performance Guarantee, attached hereto and incorporated herein as Exhibit C.

SERVICE TYPE AND COVERAGE NOTES

- (1) Requires Customer to provide a network connection for Unifi™ Connect™ SSL remote network access solution for each Product under the following equipment categories: Digital Mammography, Digital CAD, Bone Density, MultiView, and Prima. In the event that the Customer cannot provide such remote access, Hologic may not be able to, and shall not be liable for failure to, meet response times or uptime as specified in the Agreement.
- (2) Equipment that is out of Product Warranty and not covered by a current service agreement must conform to Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") before Hologic will accept a new Agreement. Customer is responsible for all expenses to bring any such Equipment, components and software into conformance with Specifications at Hologic's prevailing travel time, labor, and parts rates.

(3) Two (2) Preventive Maintenance ("PM") inspections do not apply to (i) Digital CAD Equipment, Trident HD Equipment, which receives only one (1) PM inspection per year; and (ii) Akrus Chair, MultView, and Prima Equipment, which do not require a PM inspection.

(4) For each equipment category listed below, glassware shall mean, but is not limited to:

- x-ray tube and digital array detector, for Digital Mammography, Direct Radiography, and Trident Equipment;
- x-ray tube and CCD camera, for Analog Mammography Equipment;
- x-ray tube, high voltage power supply assembly, and image intensifier or flat detector, for Fluoroscopic Equipment;
- x-ray tube, high voltage power supply assembly, and array detector, for Bone Density Equipment.
- reusable driver, for Brevera Equipment. Notwithstanding anything to the contrary elsewhere in the Agreement, the reusable driver is subject to the Reusable Driver Exchange Program. Replacement parts are supplied on an exchange basis; replaced parts removed from the Equipment shall become the property of Hologic.

(5) Platinum Service Type for Prima Equipment excludes Software updates.

(6) Equipment is considered "down" when an Equipment unit, or any function thereof, is inoperable (unavailable to treat or diagnose patients, or with respect to Equipment used by the Customer solely for research projects, cannot be used to perform research). Response to service call for down Equipment due to external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified equipment tolerances, attempted and/or unauthorized third party repair, all other Acts of God, etc.) may be subject to travel time and labor rates.

(7) Plastics Coverage available at an additional cost.

(8) On-site emergency coverage for down Equipment, Saturday 8:00am to 5:00pm, available at an additional cost

(9) Reusable Driver Exchange Program: Hologic will provide Customer with replacement reusable driver ("Replacement Driver"), including all shipping expenses, in exchange for Customer's reusable driver ("Exchanged Driver"). Upon installation of the Replacement Driver ("Exchange Effective Date"), the Customer shall retain title and right of possession to the Replacement Driver and the Exchanged Driver shall be removed from the Equipment and shall become the sole property of Hologic, with Hologic retaining title and right of possession to the Exchanged Driver. Customer acknowledges and agrees that the Exchanged Driver shall be returned to Hologic within fifteen (15) days of the Exchange Effective Date with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the Exchanged Driver within allotted time frame may result in additional fees.

(10) "Software Updates" are generally available software modifications that correct errors or address safety or quality issues, such as maintenance-only releases, and bug fixes. "Software Upgrades" are new releases of software that contain enhancements improving functionality or capabilities, which are made commercially available by Hologic. Hologic may, in its sole discretion, determine if a new release is a Software Update or a Software Upgrade. Service coverage for Software Updates and Software Upgrades is determined by the Service Type, or as required by applicable law. Unless otherwise indicated by the Service Type or required by applicable law, Customer must request installation of Software Updates and Software Upgrades during the Coverage Period for coverage.

Agreement Exclusions:

- New or additional hardware that is required to run software updates or upgrades unless Renew Option is purchased.
- All consumables, including, but not limited to, bar code stickers, cleaning supplies, table pads, positioning devices, ink cartridges, exam table paper, batteries, separator sheets, suction cups, test films, ultrasound gel, test fixtures, test phantoms, and printer paper.
- Software Support Service Type excludes installation by a Hologic Field Engineer. Option of installation by Hologic Field Personnel during Standard Hours is available at current travel time and labor rates.
- Precision Service Type excludes travel time, labor or parts expenses that are necessary to bring the Equipment to within Hologic specifications and/or American College of Radiology ("ACR") Compliance. If required, such expenses will be assessed at then-current travel time, labor and parts rates.

Exhibit B

Product Support Information

Product	Support Hours	Phone	Email
Dimensions	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Affirm Biopsy	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Selenia;	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Digital StereoLoc II	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Affirm Prone Biopsy	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
SecurView Workstations	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Prima Workstation	7:00am – 8pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Aixplorer	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Digital CAD	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	sc.techsupport@hologic.com
Analog CAD	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	sc.techsupport@hologic.com
MultiView/Aegis	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	MultiViewSupport@hologic.com
SecurXchange	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	SecurXchangeSupport@hologic.com
Trident	7:00am – 8pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	DANISupport@hologic.com
Multicare/M-IV Platinum	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	DANISupport@hologic.com
ATEC Consoles	7:00am – 7:00pm EST live support	877-371-4372	mammosupport@hologic.com
MRI	7:00am – 8:00pm EST live support	800-537-3860	N/A
Insight2/FD	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
Bone	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
Sahara	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com

Exhibit C

Equipment Performance Guarantee

Definitions

"Equipment" means Customer's portfolio of Hologic manufactured or licensed equipment which is covered under a Service Plan.

"Service Plan" means the Services coverage period of an applicable Hologic service agreement.

"Measurement Period" means the twelve (12) month period beginning on the effective date of the Product Warranty Period or Service Plan coverage period, as applicable, and each twelve (12) month period thereafter (or the actual operative period of time if less than twelve (12) months).

"Hours of Operation" means Monday to Friday, 8:00 am to 5:00 pm, exclusive of Hologic-observed holidays, or the Equipment's onsite coverage hours pursuant to the applicable Service Plan documentation.

"Base Hours" means the total number hours, based on the Hours of Operation, in a Measurement Period.

"Downtime Event" means each unscheduled incident when any Equipment is inoperable (unavailable to treat or diagnose patients, produce diagnostic images, report results, or process samples), beginning when a documented Customer notification of each Downtime Event is received by Hologic and continuing until the Equipment is restored to operable condition in accordance with Specifications. A Downtime Event excludes (i) any scheduled downtime event, including but not limited to preventive maintenance, proactive parts replacement, or installation of Software updates or upgrades; and (ii) repairs or adjustments to the Equipment required due to misuse, operator error, negligence of Customer or its employees or agents, or inadequate environmental conditions, including but not limited to air conditioning conditions or failure, power failure, or supply of power below or in excess of the Equipment Specifications. If Hologic is notified of a Downtime Event outside the applicable Hours of Operation, Downtime will commence at the start of Hours of Operation on the following business day.

"Downtime Hours" means the total number of hours that Customer's Equipment experienced a Downtime Event during Hours of Operation, excluding any time (in hours) that Customer restricts, limits or prevents access to the Equipment experiencing the Downtime Event by Hologic service personnel or authorized agents.

Performance Guarantee

During the Service Plan, Hologic shall be responsible for the reliability of the Equipment and warrants that for each Measurement Period, Equipment covered under such Service Plan will operate in accordance with Hologic's then-current standards of configuration, performance, manner of use, or installation (*"Specifications"*) for the percentage of time stated in the applicable Service Plan documentation (*"Uptime Standard"*). Hologic and Customer agree the Uptime Standard requires that, where the Equipment has remote diagnostic capabilities, Customer provides a dedicated VPN connection for each item of Equipment for remote diagnostic troubleshooting purposes via Hologic Connect™ SSL remote network access solution.

The Uptime Standard is calculated by subtracting Downtime Hours from the Base Hours, dividing that number by the Base Hours, and then multiplying the result by one hundred (100).

Customer and Hologic are each responsible for measuring Downtime Hours, and the parties may meet annually if requested by Customer at least thirty (30) days in advance, to review their calculations and determine whether the guaranteed Uptime Standard was met during the applicable Measurement Period. Hologic will extend the applicable Service Plan coverage period by one (1) week, up to a maximum of five (5) weeks, for each percentage point below the guaranteed Uptime Standard.