

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:

1. 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 DIAGNOSTICS INC.

By: _____

By: _____

Name(print): Curt Hagman

Name(print): _____

Title: Chairman, Board of Supervisors

Title: _____

*tac/arrowhead reg med ctr supp mpa amnd v2
June 5, 2020*

Attachment A

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

Legal Name: COUNTY OF SAN BERNADINO
Customer Name: ARROWHEAD REGIONAL MEDICAL CENTER
Product Line: Urinalysis

Purchasing Group: VIZIENT
Sold To Customer #: 5568

Total annual minimum Commitment Amount: \$36,677.85

Equipment Information - Urinalysis

	Part #	Onsite	Quantity	Comments
SYMEX KIT FOR AUWi PRO	10720065	Y	1	
CLINITEK Novus ® w/o Rack Handler	10697937	Y	1	

Products: Reagents Pricing - Urinalysis

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	Cost/Test	Cost/Kit	Total Annual
CLINITEK NOVUS 10 Cassette	10634643	41,400	450	92	\$0.32	\$144.06	\$13,253.52
UF-II Sheath	10378290	41,565	489	85	\$0.15	\$72.28	\$6,143.80
Total Annual		82,965					\$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	10378292	14	\$269.16	\$3,768.24
Total Annual Supplies				\$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.

CUSTOMER:

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By:	_____	By:	_____
	Curt Hagman		
Name (print):	_____	Name (print):	_____
	Chairman, Board of Supervisors		
Title:	_____	Title:	_____
	July 14, 2020		
Date:	_____	Date:	_____

Address: 115 Norwood Park South, MA 02062

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.