

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



Contract Number
20-607 A-2

SAP Number
4400014763

Department of Public Health

Department Contract Representative	Michael Shin, HS Contracts
Telephone Number	(909) 386 - 8146
Contractor	Fulgent Genetics
Contractor Representative	Kati Megi
Telephone Number	(805) 451 - 5519
Contract Term	Upon Execution through January 31, 2021
Original Contract Amount	\$65 per COVID-19 Test Collection Kit; not to exceed \$3,900,000
Amendment Amount	\$17,277,500
Total Contract Amount	\$65 per COVID-19 Test Collection Kit; up to \$119 COVID-19 Picture Kits; not to exceed \$27,277,500
Cost Center	9300991000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2:

It is hereby agreed to amend Contract No. 20-607, effective October 27, 2020, as follows:

SECTION I. CONTRACTOR RESPONSIBILITIES

Add Paragraph C to read as follows:

- C. Provide, distribute, collect and process Fulgent Picture COVID-19 test kits.

SECTION IV. FISCAL PROVISIONS

Amend Paragraphs A and B to read as follows:

- A. The maximum amount of reimbursement under this Contract shall not exceed a total of \$27,277,500; \$65 per COVID-19 collection kit and processing ($65 \times 247,500 = \$16,087,500$),

and up to \$119 per Fulgent Picture COVID-19 test kit ($\$119 \times 10,000 = \$1,190,000$). Reimbursement shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

- B. Reimbursement shall be based on Attachment C – Fulgent Genetics Laboratory Services Agreement and Proposal documents, as well as orders and invoicing for Fulgent Picture COVID-19 test kits. Invoices shall be submitted no later than 10 (ten) days following the month of service. Invoices are to be submitted to DOCFinanceSection@dph.sbcounty.gov

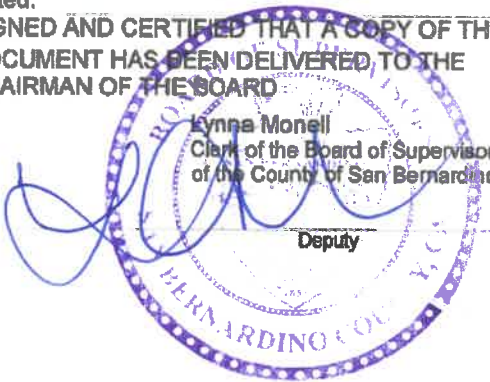
All other terms and conditions of Contract No. 20-607 remain in full force and effect.

COUNTY OF SAN BERNARDINO

Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

Dated: **OCT 27 2020**
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Lynna Monell
Clark of the Board of Supervisors
of the County of San Bernardino
Deputy



Fulgent Genetics

(Print or type name of supplier, company, contractor, etc.)

By *[Signature]*
BF329879B05645B...
(Authorized signature - sign in blue ink)

Name **Brandon Perthuis**
(Print or type name of person signing contract)

Title **Chief Commercial Officer**
(Print or Type)

Dated: **october 19, 2020**

Address **4978 Santa Anita Ave., Suite 205**
Temple City, CA 91780

FOR COUNTY USE ONLY

Approved as to Legal Form
Adam Ebright
Adam Ebright, Deputy County Counsel
Date **October 16, 2020**

Reviewed for Contract Compliance
Jennifer Mulhauser-Daudel
Jennifer Mulhauser-Daudel, HS Contracts Manager
Date **10/16/20**

Reviewed/Approved by Department
Corwin Porter
Corwin Porter, Director
Date **October 16, 2020**