



**Contract Number**  
22-1251 A-1

**SAP Number**  
4400013576

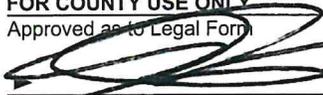
## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Hologic Sales and Service, LLC
<b>Contractor Representative</b>	Amar Dhanota
<b>Telephone Number</b>	(669) 224-6439
<b>Contract Term</b>	January 7, 2023 through January 6, 2026
<b>Original Contract Amount</b>	\$357,345
<b>Amendment Amount</b>	\$82,759
<b>Total Contract Amount</b>	\$440,104
<b>Cost Center</b>	
<b>Grant Number (if applicable)</b>	

**Briefly describe the general nature of the contract:** Amendment No. 1 to Agreement No. 22-1251 with Hologic Sales and Service, LLC, effective August 6, 2024, to add additional equipment to the list of equipment that receives preventative software maintenance, repairs, and parts of additional digital mammography equipment, including upgrades of existing related hardware, increasing the total contract amount by \$82,759 from \$357,345 to \$440,104, with no change to the contract period of January 7, 2023 through January 6, 2026.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

  
Charles Phan, Supervising Deputy County Counsel

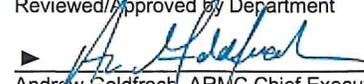
Date 7/25/2024

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Andrew Goldfrach, ARMC Chief Executive Officer

Date 7/25/2024



## Service Agreement Amendment

Hologic Internal Use Only

Entered By:  
Date Entered:  
Agreement Number:  
Customer PO:  
Quote #: Q-379033

This 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:

- 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.
- 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
Dimensions 3D Performance System	SDM131901906	PREFERRED PLAN	\$60,800.00	\$13,680.00	\$47,120.00	8/6/2024 to 1/6/2026	1.42	\$66,882.43
Dimensions 3D Performance System	SDM131901906	C-VIEW COVERAGE	\$2,930.00	\$659.25	\$2,270.75	8/6/2024 to 1/6/2026	1.42	\$3,223.12
Dimensions 3D Performance System	SDM131901906	RENEW DIMENSIONS	\$18,300.00	\$5,791.62	\$7,101.10	8/6/2024 to 1/6/2026	1.42	\$10,079.34
Dimensions 3D Performance System	SDM131901906	IMAGECHECKER COVERAGE 1ST LIC	\$2,340.00	\$526.50	\$1,813.50	8/6/2024 to 1/6/2026	1.42	\$2,574.09

<b>Additional Services Term Discount Total:</b>	(USD 29,321.20)
<b>Additional Services Total Term Price:</b>	USD 82,758.98

**Additional Payment Schedule**

Additional Payment Start Date	Additional Payment Frequency	Number of Additional Payments	Additional Payment Amount	Additional Payment Notes
08/06/24	Partial	17	\$4,868.18	

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 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.

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.

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**

**HOLOGIC SALES AND SERVICE, LLC**

Authorized Signature: *Dawn Rowe*

Authorized Signature:

Keith Reed - TD  
 cn=Keith Reed - TD, o, ou,  
 email=todd.doyle@hologic.  
 com, c=US  
 2024.07.29 14:23:44 -04'00'

Name: **Dawn Rowe** Date: **AUG 06 2024**

Name: Keith Reed  
 Title: VP, Breast & Skeletal Health Solutions  
 Date: 7/2/2024



**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	<p data-bbox="407 88 440 485">Preferred Plan (1) (2) (3) (4) (5) (6) (10)</p> <p data-bbox="440 88 472 485">Services include:</p> <ul data-bbox="472 88 1453 2013" style="list-style-type: none"> <li data-bbox="472 88 505 2013">• Telephone and remote diagnostic support twenty-four (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays.</li> <li data-bbox="505 88 537 2013">• All replacement parts including glassware. Includes standard shipping and handling costs to ship such parts to Customer.</li> <li data-bbox="537 88 570 2013">• Plastics coverage (replacement parts for all paddle plastics and face shields that are broken during the Coverage Period).</li> <li data-bbox="570 88 602 2013">• Travel time and labor coverage for on-site assistance during Standard Hours.</li> <li data-bbox="602 88 699 2013">• 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.</li> <li data-bbox="699 88 732 2013">• Two (2) Planned Maintenance ("PM") inspections per year of Coverage Period completed on-site during Standard Hours.</li> <li data-bbox="732 88 829 2013">• 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.</li> <li data-bbox="829 88 927 2013">• Discount of twenty percent (20%) during Coverage Period on the following Professional Services: (i) clinical applications training; (ii) post implementation configuration and connectivity services; and (iii) equipment relocation services. Said discount is non-cumulative and cannot be combined with any other offer or discount in order to apply. Professional Services are provided during Standard Hours in accordance with the terms and conditions of such offerings.</li> <li data-bbox="927 88 959 2013">• American College of Radiology ("ACR") compliance.</li> <li data-bbox="959 88 1057 2013">• Ninety-five percent (95%) uptime guarantee in accordance with Hologic's Equipment Performance Guarantee, attached hereto and incorporated herein as Exhibit C.</li> </ul> <p data-bbox="1057 88 1089 485">C-View Coverage</p> <p data-bbox="1089 88 1122 485">Coverage includes:</p> <ul data-bbox="1122 88 1154 2013" style="list-style-type: none"> <li data-bbox="1122 88 1154 2013">• Coverage for C-View™ Synthesized 2D Software and components under the same Service Type as the Equipment Model.</li> </ul>
C-VIEW COVERAGE	

**Service Type**

RENEW DIMENSIONS

**Coverage Description**

One computer, keyboard, mouse and graphics card upgrade, excluding LCD display, anytime during the Coverage Period. If Agreement is terminated prior to the expiration of the Coverage Period, the unpaid balance of the provided hardware will be invoiced and due payable to Hologic.

Replaced hardware must be returned to Hologic within fifteen (15) days of replacement hardware installation with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the replaced hardware within allotted time frame may result in additional fees.

**IMAGECHECKER COVERAGE 1ST LIC**

ImageChecker License Coverage

Coverage includes:

- Coverage for ImageChecker Software under the same Service Type as the applicable Equipment.
- All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours.
- Installation is included ONLY IF travel time and labor coverage is in place for the applicable Equipment and will be completed during Standard Hours. If travel time and labor coverage is not in place for the applicable Equipment, travel time and labor will be assessed at rates current one the date of install.
- 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.

**SERVICE TYPE AND COVERAGE NOTES**

- (1) Requires Customer to provide a network connection for Uniffi™ 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, or Brevera Equipment, which receives only one (1) PM inspection per year; and (ii) Akrus Chair, MultiView, 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 Fluoroscan 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.