

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



Contract Number

16-985 A-4

SAP Number

4400004709

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Werfen USA LLC</u>
Contractor Representative	<u>Chris Balanay</u>
Telephone Number	<u>(678) 231-5108</u>
Contract Term	<u>April 22, 2016 through October 21, 2024</u>
Original Contract Amount	<u>NTE \$2,049,578</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>NTE \$2,049,578</u>
Cost Center	<u>7595</u>

Amendment No. 4

WHEREAS, County of San Bernardino on behalf of Arrowhead Regional Medical Center and Immucor, Inc. entered into an Echo Advantage Agreement dated April 22, 2016 ("Agreement"); and

WHEREAS, the Agreement was previously amended on November 6, 2018, December 8, 2020 and April 9, 2024 to make various changes, including, but not limited to ("Agreement") updating Customer's name to "San Bernardino County on behalf of Arrowhead Regional Medical Center"; and

WHEREAS, in March 2023, Werfen USA LLC ("Werfen" or "Assignee") announced the completion of the acquisition of Immucor, Inc. ("Assignor") and its affiliates; and

WHEREAS, as a result of the acquisition of Werfen of Immucor, Inc., Immucor, Inc. desires to assign the Agreement from Immucor, Inc. to Werfen; and

NOW THEREFORE, retroactively effective as of April 29, 2024 ("Effective Date"), the undersigned hereby agree to amend the Agreement as follows:

1. Assignor and Assignee hereby agree that, as of the Effective Date, Assignor shall assign all its rights, title, and interest, and delegate all of its obligations, responsibilities, and duties, in and to the Agreement to Assignee.

2. Assignee hereby accepts the assignment of all of Assignor's obligations, responsibilities, and duties under the Agreement and all of Assignor's rights, title, and interest in and to the Agreement as of the Effective Date.
3. The County, in executing its consent to this assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Agreement for obligations incurred prior to the Effective Date.
4. All capitalized terms in this Amendment shall have the meanings subscribed to them in the Agreement, unless otherwise noted in this Amendment.
5. **Debarment and Suspension.** Assignee represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Assignee represents and warrants that no proceedings or investigations are currently pending or to Assignee's knowledge threatened by any federal or state agency seeking to exclude Assignee from such programs or to sanction Assignee for any violation of any rule or regulation of such programs.
6. Capitalized terms used but not otherwise defined in this Fourth Amendment shall have the same meanings set forth in the Agreement.
7. **Full Force and Effect.** All other terms and conditions of the Agreement remain in full force and effect.
8. **Campaign Contribution Disclosure (SB 1439).** Werfen has disclosed to Customer using Customer's Campaign Contribution Disclosure Senate Bill 1439 form, attached hereto as Schedule 1, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or San Bernardino County elected officer (e.g., Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney) within the 12 months before the date this Amendment was approved by the San Bernardino County Board of Supervisors. Werfen acknowledges that under Government Code section 84308, Werfen is prohibited from making campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or San Bernardino County elected officer for 12 months after the Customer's consideration of the Amendment. In the event of a further proposed amendment to the Agreement, Werfen will provide Customer a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the San Bernardino County Board of Supervisors or other San Bernardino County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Werfen or by a parent, subsidiary or otherwise related business entity of Werfen.
9. 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 Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (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 Addendum upon request.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

ASSIGNEE: WERFEN USA LLC

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



Dawn Rowe, Chair, Board of Supervisors

By

(Authorized signature - sign in blue ink)

Dated: _____

Name _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____

(Print or Type)

By _____

Dated: _____

Deputy

Address _____

ASSIGNOR: IMMUCOR, INC.

By _____

Name _____

Title _____

Date: _____

Address: _____

OR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department



Charles Phan, Supervising Deputy County Counsel



Andrew Goldfrach, ARMC Chief Executive Officer

Date _____

Date _____

Date _____



SCHEDULE 1 **Campaign Contribution Disclosure (SB 1439)**

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All reference to "Contractor" in this Schedule refer to Werfen. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: WERFEN USA LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: NA
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Instrument Laboratory, Co.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Instrument Laboratory, Co.	Owns 100% Immucor Inc.
Werfen Italy Investments S.r.l.	Owns 100% of Instrument Laboratory, Co.
Werfen, S.A.	Owns 100% of Werfen Italy Investments S.r.l.

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
<u>NA</u>		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NA	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County

Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.