

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



**Contract Number**  
23-26 A-1

**SAP Number**  
4400021364

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909)-580-6150
<b>Contractor</b>	Cepheid, Inc.
<b>Contractor Representative</b>	Rachel Toffel
<b>Telephone Number</b>	(818) 462-1817
<b>Contract Term</b>	January 1, 2023 through December 31, 2025
<b>Original Contract Amount</b>	NTE \$952,300
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	NTE \$952,300
<b>Cost Center</b>	7522

**Briefly describe the general nature of the contract:** Amendment No. 1 to Agreement No. 23-26 with Cepheid to expand the types of reagents available for purchase with Cepheid with no change to the not-to-exceed amount of \$952,300 for the term of January 1, 2023 through December 31, 2025.


**FOR COUNTY USE ONLY**

Approved as to Legal Form

  
Charles Phan, Deputy County Counsel

Date 6/7/2023

Reviewed for Contract Compliance

  
Date

Reviewed/Approved by Department

  
William L. Gilbert, Director

Date 6/7/23



**CEPHEID**  
**FIRST AMENDMENT TO CEPHEID SALES AGREEMENT**

<b>Customer:</b> San Bernardino County on behalf of Arrowhead Regional Medical Center 400 North Pepper Colton, CA 92324-1801 Ms. Billie Burch Phone: (909)580-0062 burchb@armc.sbcounty.gov  <b>Agreement:</b> Effective        January 1, 2023 Initial Term:    36                    months after Effective Date	<b>GPO; IDN; Cepheid-Authorized Distributor (if blank,</b> <input checked="" type="checkbox"/> GPO:                Vizient <input type="checkbox"/> IDN:                 <N/A>  <input type="checkbox"/> Distributor:   <b>Addenda (list below; if blank, N/A):</b> Members Addendum
<u><b>For Cepheid Internal Use Only</b></u> Type: EZ MYRA	

This amendment (this "Amendment"), effective as of the date fully executed (the "Amendment Effective Date"), amends the Cepheid EZ MYRA Agreement (the "Agreement"), with an effective date of January 1, 2023 by and between Cepheid and the customer listed above ("Customer"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement. As of the Amendment Effective Date, the parties agree as follows:

1. The Reagent Products Table on the Cover Page of the Agreement is moved to Exhibit C and replaced with the Reagents Products Table set forth on Exhibit C attached to this Amendment. Section III of the Cover Page is replaced with the following:

**III. Reagent Products:**        See Exhibit C (*Reagent Products Table*) for the Reagent Products Table.

2. Section 4(i) of the Agreement is deleted in its entirety and replaced with the following:
  - i. Reagent Products Available Under GPO and/or IDN Agreement: Customer acknowledges that one or more Reagent Products may not be available for purchase pursuant to a purchasing agreement between Cepheid and any GPO and/or IDN identified on the Cover Page ("Base Agreement"). However, if a specific Reagent Product is available for purchase pursuant to a Base Agreement: (a) the order for the Reagent Product shall be subject to the applicable terms of the Base Agreement; (b) such terms shall control as to the order; and (c) the Price for the Reagent Product is also based on Customer's eligible pricing under the Base Agreement and is subject to change based on eligibility requirements therein. Customer shall promptly inform Cepheid if a Base Agreement becomes inapplicable to Customer's orders for any Reagent Product for any reason, including if Customer or the applicable IDN ceases to participate under the Base Agreement. If a Base Agreement becomes inapplicable to Customer's orders for any Reagent Product for any reason, including if the Base Agreement expires or terminates, then: (I) if another agreement with the same GPO or IDN applies to Customer's orders (as applicable, "New Base Agreement"), the orders shall be subject to the terms of the New Base Agreement, except for pricing, as listed on Exhibit C (*Reagent Products Table*), which shall remain as set forth in this Agreement; or (II) if no New Base Agreement applies to Customer's orders, the orders shall be subject to the terms and conditions of this Agreement, including the Cepheid Terms and Conditions in Exhibit A of this Agreement, and the pricing shall be as set forth on Exhibit C.
3. Activity under this Amendment may not commence until Cepheid receives and accepts this signed Amendment. This Amendment must be executed by Customer by June 30, 2023.

4. Except for the terms and conditions modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged, and in full force and effect. In the event of any conflict between the terms and conditions of the Agreement and those of this Amendment, the terms and conditions of this Amendment shall control.
5. Each party shall keep confidential this Amendment unless disclosure is required by applicable law. Except where the disclosure is required by law, neither party shall disclose information on this Amendment to any person other than to persons with a need to know in connection with the performance of the Agreement, and who have signed a non-disclosure agreement at least as protective of the Confidential Information provision set forth in the Agreement or are otherwise bound by obligations of confidentiality at least as restrictive, prior to any disclosure of Confidential Information.
6. 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 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 Amendment upon request.

IN WITNESS WHEREOF, authorized representatives of each party have executed this Amendment as of the Amendment Effective Date.

**CUSTOMER**

By:

Name: Dawn M. Rowe  
Title: Chair, Board of Supervisors

Date: JUN 13 2023

**CEPHEID**

By: Ciara Jordan

Name: Ciara Jordan

Title: Sr Manager, Contract Compliance & Administration

Date: May 11, 2023

Digitally signed by Ciara Jordan  
Date: 2023.05.12 08:55:13 -07'00'

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By

Deputy





**Exhibit C**  
**Reagent Products Table**

Part Number	Reagent Product Description	Tests Per Kit	Price Per Kit
GXBCRABL-US-10	Xpert BCR-ABL Ultra (10)	10	\$1,089.00
GXCARBAR-10	Xpert Carba-R, IVD (10)	10	\$499.13
GXCDIFFICILE-10	Xpert C. difficile (10)	10	\$340.31
GXCDIFFICILE-120	Xpert C. difficile (120)	120	\$4,083.75
GXCDIFF/EPI-10	Xpert C.diff/Epi (10)	10	\$340.31
GXCDIFF/EPI-120	Xpert C.diff/Epi (120)	120	\$4,083.75
GXEV-100N-10	Xpert EV, IVD (10)	10	\$626.18
GXFHIFV-10	Xpert Fil/FV (10)	10	\$544.50
XPRSFLU-10	Xpert Xpress Flu (10)	10	\$453.75
XPRSFLU/RSV-10	Xpert Xpress Flu/RSV (10)	10	\$589.88
GXGBSLBXC-10	Xpert GBS XC Lim Broth, IVD (10)	10	\$272.25
GXGBS-100N-10	Xpert GBS, IVD (10)	10	\$272.25
GXGBS-LB-10	Xpert GBS Lim Broth, IVD (10)	10	\$272.25
GXGBS-LB-120	Xpert GBS Lim Broth, IVD (120)	120	\$3,267.00
GXMRSA-100N-10	Xpert MRSA, IVD (10)	10	\$381.15
GXMRSA-120	Xpert MRSA, IVD (120)	120	\$4,573.80
GXMRSA-NXG-10	Xpert MRSA NxG (10)	10	\$381.15
GXMRSA-NXG-120	Xpert MRSA NxG (120)	120	\$4,573.80
GXMRSA/SA-BC-10	Xpert MRSA/SA BC (10)	10	\$589.88
GXMRSA/SA-SSTI-10	Xpert MRSA/SA SSTI (10)	10	\$680.63
GXMTB/RIF-US-10	Xpert MTB/RIF (10)	10	\$635.25
GXNOV-10	Xpert Norovirus (10)	10	\$499.13
GXSACOMP-10	Xpert SA Nasal Complete (10)	10	\$499.13
GXSACOMP-120	Xpert SA Nasal Complete (120)	120	\$5,989.50
GXVANA-10	Xpert vanA (10)	10	\$381.15
GXCT/NG-10	Xpert CT/NG, IVD (10)	10	\$344.85
GXCT/NG-120	Xpert CT/NG, IVD (120)	120	\$4,138.20
GXTV-10	Xpert TV, IVD (10)	10	\$344.85
XPRSMVP-10	Xpert Xpress MVP (10 test)	10	\$980.10
XPRSTREPA-10	Xpert Xpress Strep A (10)	10	\$280.00
XPRSTREPA-120	Xpert Xpress Strep A (120)	120	\$3,360.00
XP3SARS-COV2-10	EUA Xpert Xpress CoV-2 plus	10	\$385.00
XP3COV2/FLU/RSV-10	EUA SARS-CoV-2/Flu/RSV plus	10	\$680.00