



Contract Number

18-182-A1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Becton, Dickinson and Company</u>
Contractor Representative	<u>Mark Dubar</u>
Telephone Number	<u>(661) 400-1601</u>
Contract Term	<u>April 17, 2018 to April 16, 2021</u>
Original Contract Amount	<u>\$92,148</u>
Amendment Amount	<u>\$44,640</u>
Total Contract Amount	<u>\$136,788</u>
Cost Center	<u>7522 – Lab/Pathology</u>

Briefly describe the general nature of the contract: Approve Amendment No. 1 to Agreement with Becton, Dickinson and Company increasing the contract amount by \$44,640 from \$92,148 to \$136,788 to provide reagents, supplies and rental services for a SurePath Processor and extend the term by one year for a total contract term of April 17, 2018 to April 16, 2021.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold
Bonnie Uphold, County Counsel

Date 3-30-20

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶ William L. Gilbert
William L. Gilbert, Director

Date 3/26/2020



ADDENDUM NO. 1

This Addendum (the "Addendum") entered into as of APRIL 7, 2020 (the "Effective Date") by and between Becton, Dickinson and Company, through its BD Diagnostics – Diagnostic Systems business unit ("BD") and County of San Bernardino on behalf of Arrowhead Regional Medical Center (the "Customer") supplements and is hereby incorporated into the BD Acquisition Agreement ARMC01052018SB dated April 3, 2018 by and between the parties (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. In consideration of the mutual agreements contained herein, and such other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Per Agreement, Agreement Term will be extended an additional twelve (12) months from the Effective Date of Addendum No. 1.
2. Per Agreement, Exhibit A, the Consumable Purchase Requirements will be replaced with the following:

Consumable Description	SKU/CAT#	Monthly Test Quantity	Kit Pricing
GYN SUREPATH™ 480 PrepStain Kit	491454	480 Tests / 1 Kit	\$2,267.00
GYN SUREPATH™ 480 PrepMate Kit	491455	480 Tests / 1 Kit	\$446.00
BD Cytology Stain Kit	491458	1 Kit	\$74.00
<i>A Combination of the following Vial and Collection Device Kits:</i>		1 Kit	
GYN prefilled Preservative Vial Kit 500 ea	491452		\$375.00
Rovers Cervex Brush 500 ea Collection Device	491461		\$558.00
Cooper Brush / Spatula 500 ea Collection Device	490525		\$558.00
Rovers Combi-Brush 500 ea Collection Device	491462		\$558.00
NON-GYN SUREPATH™ 192 PrepStain Kit	491303	As Needed	\$1,417.25
BD CytoRich Red Preservative 3.6L	491336	As Needed	\$47.25
BD CytoRich Clear Preservative 3.6L	490719	As Needed	\$47.25
BD NON-GYN Stain Kit	491459	As Needed	\$23.50

The complete GYN lab kit consists of the PrepStain Kit, PrepMate Kit, Vial and Collection Device.
 The complete NON GYN Lab Kit consists of the NG PrepStain Kit, CytoRich Red or CytoRich Clear, and a NG Stain Kit.
 The complete Kit (GYN or NON GYN) price is \$7.75 Price per Test.

The total value to be purchased under this Agreement is \$44,640.00.

Notwithstanding anything contained in the Agreement to the contrary, the terms and conditions of this Addendum shall govern the rights and obligations of the parties hereto with respect to the subject matter hereunder and in the event of a conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail. Except as expressly stated otherwise herein, the Agreement together with this Addendum (i) is the entire Agreement between the parties and supersedes any other oral or written communications, advertisements or understandings with respect to the subject matter hereunder; and (ii) shall supersede any and all pre-printed terms on any invoices, business forms, proposals, quotations and other related documents.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect and apply hereto.

THE PARTIES HERETO, by their duly authorized representatives, have executed this Addendum as of the Effective Date.

Customer: County of San Bernardino on behalf of Arrowhead Regional Medical Center

Becton, Dickinson and Company

Signature: *Curt Hagman*

Signature: *Susan Yavorborough*

Date: APR 07 2020

Date: 03/25/2020

Print Name: Curt Hagman

Print Name: Susan Yavorborough

Print Title: Chairman, Board of Supervisors

Print Title: Sr. Manager, Contracts

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 *[Signature]*
Deputy

