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Contract MA-042-27010164

For

REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT

Between

County of Orange

(Health Care Agency)

And

HOLOGIC SALES AND SERVICE, LLC

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MA-042-27010164
BETWEEN
COUNTY OF ORANGE
AND
HOLOGIC SALES AND SERVICE, LLC
FOR
REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT

This Contract MA-042-27010164 for REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and HOLOGIC SALES AND SERVICE, LLC, a Limited Liability Company ("Contractor"), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C - Pricing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT under a Contract; and,

WHEREAS, County solicited Contract for REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT as set forth herein, and Contractor represented that it is qualified to provide REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

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ARTICLES

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price in this Contract does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to Contractor's published product specifications. Acceptance of any part of the order for commodities shall not bind County to accept future shipments at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall be deemed to be complete when products and/or services have been received by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by the parties, 1) acceptance shall be deemed complete when all commodities/services have been received by County, and 2) payment shall be made in arrears after acceptance and pursuant to Attachment B (Payment and Compensation).

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7. Warranty:

1. Except as otherwise expressly stated in this Agreement: (i) Equipment manufactured by Contractor is warranted to the original Customer to perform substantially in accordance with published product specifications for one (1) year starting from the date of shipment, or if Installation is required, from the date of Installation ("Warranty Period"); (ii) replacement parts and remanufactured items are warranted for the remainder of the Warranty Period or ninety (90) days from shipment, whichever is longer; (iii) consumable Supplies/commodities are warranted to conform to published specifications for a period ending on the expiration date shown on their respective packages; (iv) licensed Software is warranted to operate in accordance with published specifications; (v) Services are warranted to be supplied in a workman-like manner; (vi) non-Hologic manufactured Equipment is warranted through its manufacturer and such manufacturer's warranties shall extend to Contractor's customers, to the extent permitted by the manufacturer of such non-Hologic manufactured Equipment. Contractor does not warrant that use of Products/commodities shall be uninterrupted or error-free, or that Products/commodities shall operate with third-party products not authorized or validated by Contractor. In the event of any warranty claim, Contractor shall replace with new items any Equipment, part, component, or consumable supply that is in breach of warranty, and shall use reasonable efforts to promptly fix or provide a workaround for any Software defect or bug which prevents operation in substantial conformity with functional specifications. Alternatively, Contractor may elect to repay or credit to County an amount equal to the purchase price of the defective Equipment, component, Software, consumable supply, or Service. Items replaced shall become Contractor property. All claims shall be initiated by contacting Contractor within the applicable Warranty Period and thirty (30) days after discovery of the breach or non-conformity. Hologic must be given reasonable access and an opportunity to inspect all associated materials. If County has not notified Contractor within one (1) year after the claim arises, County shall be barred from instituting any legal action against Contractor thereafter. These remedies shall comprise Contractor's entire liability and County's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity. CONTRACTOR'S ENTIRE WARRANTY RESPONSIBILITY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT (AT CONTRACTOR'S OPTION AND IN THE FORM ORIGINALLY SHIPPED) OF PRODUCT OR CORRECTION OF SERVICE SUBJECT TO ANY CLAIM, OR, AT CONTRACTOR'S ELECTION, REPAYMENT OF, OR CREDITING COUNTY WITH, AN AMOUNT EQUAL TO THE CONTRACTOR PRICE, FEE OR CHARGE THEREFOR. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF COUNTY. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY COUNTY TO ANY ENTITY WHO IS NOT AN AFFILIATE OF COUNTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO COUNTY. COUNTY MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. These warranties do not apply to any item that is: (a) repaired, moved, or altered other than by Contractor authorized service personnel or at the direction of Contractor; (b) subjected to physical (including thermal or electrical) abuse, stress, or misuse by County; (c) stored, maintained, or operated by County in any manner inconsistent with applicable Contractor specifications or instructions, including County's refusal to allow Contractor required Software upgrades; or (d) designated as supplied subject to a non-Hologic warranty or on a pre-release or "as-is" basis.

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8. Patent/Copyright Materials/Proprietary Infringement:

2. Unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor shall defend, indemnify, and hold harmless County and County Indemnitees from and against any and all losses, liabilities, damages, and all related costs and expenses (including reasonable attorneys' fees) incurred in connection with any third-party claim, action or proceeding threatened or brought against County that Products/commodities supplied by Contractor or County's use of Products/commodities infringes a valid U.S. patent, copyright, trade secret or trademark. However, Contractor will not indemnify County if: (a) Products/commodities are not used as expected, intended, approved, directed or authorized by Contractor and have been altered other than by or at the direction or authorization of Contractor or its authorized service personnel; (b) County does not promptly notify Contractor of such claim (though failure to notify Contractor does not relieve Contractor of its indemnification obligations except to the extent Contractor can prove damages attributable to the failure); (c) County does not reasonably cooperate with Contractor, at Contractor's expense, in furnishing aid, information, and assistance reasonably necessary or useful to defend such claim. To the extent permitted by Government Code Section 25203, County may grant Contractor sole control of the defense upon Contractor's request and County is solely responsible for attorneys' fees and costs it incurs independently of Contractor's representation. If a final injunction is obtained against any Product/commodities or County's use of any Product/commodity, or if in the opinion of County or Contractor the Product/commodity is likely to become the subject of a claim, Contractor must, at its option and in its sole discretion and sole expense: (i) procure for County the right to continue using the Product/commodity; (ii) replace or modify to County's reasonable satisfaction the Product/commodity so that it becomes non-infringing while maintaining equivalent function and performance; or (iii) if neither (i) or (ii) are reasonably available, accept return of such Products/commodities held by County, grant a credit therefor as depreciated on a five (5) year straight- line basis, reimburse County for any losses or costs incurred as a consequence of County ceasing use of the Product/commodity and returning the Product/commodity, and terminate the portion of the Contract impacted.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County; provided, however, that, Contractor may assign the Contract without County's consent to an affiliate of Contractor so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract and Contractor gives County thirty (30) calendar days prior written notice of its intent to assign the Contract to an affiliate of Contractor. County may terminate this Contract immediately without penalty upon any attempt by Contractor to assign this Contract or any portion thereof without County's express prior written consent.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

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11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause. Cause includes, but is not limited to, any material breach of contract which remains uncured for thirty (30) calendar days after Contractor receives written notice thereof from County and any misrepresentation or fraud on the part of Contractor. County's exercise of its right to terminate the Contract shall relieve County of all further obligation. If the Contract is terminated pursuant to this provision, County will pay Contractor for any products ordered and shipped, up to the date of termination. Any Equipment leased to County during the Term will be returned to Contractor at County's expense, within thirty (30) days of the effective date of termination. Upon expiration or earlier termination of the Contract, Contractor shall return all County property in its possession.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's reasonable satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other products/commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval via an amendment.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to Contractor's assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the reasonable satisfaction of County.

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County reserves the right to immediately terminate the Contract in the event County reasonably determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise during the period of Contract performance.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions by Contractor and/or its agents that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to the Contractor's employees associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees and agents from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, pandemics, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives prompt written notice of the cause of the delay to County from the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may immediately terminate this Contract without penalty by written notice to Contractor if the delay continues substantially uninterrupted for a period of ten (10) business days or more.

18. Confidentiality:

Both Parties agree to maintain the confidentiality of all records and information provided to the other in connection with the performance of their respective obligations under this Contract pursuant to all statutory laws, except as set forth in Paragraph 28, California Public Records Act, and to the extent disclosure is required by applicable law.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

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Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

All Products/commodities shall be shipped F.O.B. Origin, regardless of any provisions for payment of freight, insurance, the form of shipping documents, or selection of carrier by Hologic. F.O.B. Origin means title and risk of loss to the Products/commodities passes to the County at the shipping dock of Contractor or Contractor's supplier or authorized agent. County is responsible for shipping charges. Contractor is responsible for the cost of insurance paid to cover any losses from Contractor's shipment point to County's receipt. Contractor shall assist County in processing any loss claims and County shall be paid directly by Contractor's insurer.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any

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other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit, up to once per calendar year, County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County provided that such third party firm is subject to customary and reasonable obligations to maintain the confidentiality of all materials reviewed during such audit or inspection) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters directly connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable written notice of such an audit or inspection and such audit or inspection will be conducted during normal business hours and in a manner which is designed not to interfere with the operation of Contractor's business.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. Notwithstanding the foregoing, County shall pay Contractor for all products ordered and received prior to Contract termination under this provision.

27. Expenditure Limit: Reserved

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County (such approval not to be unreasonably withheld), and hold County, its elected and appointed officials, officers, employees,

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agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third party claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. Contractor's obligations herein are conditioned on the following: (a) County must provide written notice of any claim, demand, or suit by a third party related to this Contract within thirty (30) days of having knowledge of such claim, demand, or liability; (b) County may not unreasonably withhold its approval that Contractor is allowed to assume full responsibility to investigate, prepare for, and defend with counsel as approved by County in writing (such approval not to be unreasonably withheld) against any such claim, demand, or liability; (c) County must reasonably assist Contractor, at Contractor's reasonable expense, in the investigation and defense of any such claim, demand, or liability. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer. Any failure on the part of the County to monitor or enforce compliance with any of the insurance requirements shall not be construed as a waiver of any required insurance provisions herein.

Evidence of Insurance

Insurance certificates and all endorsements shall be forwarded to the County agency/department. The name of the Insured Party on the Certificate of Insurance shall match the name of the Contractor identified in the Contract.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified supplier.

Failure to maintain and/or provide evidence of insurance acceptable to the County for the full term of this Contract shall constitute a material breach, upon which the County may terminate this Contract.

Cancellation and Changes in Insurance

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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Insurance requirements are subject to periodic review by County. County retains the right to require additional types of insurance coverage or higher limits throughout the term of this Contract. Any change will be deemed by County Risk Manager as appropriate to adequately protect County's risk. County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

Subcontractor Insurance Requirements

All subcontractors performing work on behalf of Contractor pursuant to this Contract shall be included under Contractor's insurance as an Additional Insured or shall maintain insurance subject to the same requirements as Contractor *(unless specified below).* Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. Contractor shall provide the insurance requirements to every subcontractor and shall be responsible for verifying each subcontractor complies with the required insurance prior to allowing any subcontractor to begin work. Evidence of subcontractor's insurance must be maintained by Contractor through the entirety of this Contract for inspection by County at any reasonable time.

Self Insured Retention (SIR)

All SIR's shall be clearly stated on the Certificate of Insurance. Any SIR above Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require evidence that Contractor can support the SIR.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com)**.

Waiver of subrogation

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Umbrella or Excess Insurance

If Contractor utilizes combination of umbrella or excess policies to satisfy the required insurance, these policies must "follow form" and afford no less coverage than the primary policy.

Insurance Coverages and Limits:

Contractor shall maintain throughout the contract the minimum limits and coverage as set forth below.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage

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Shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall contain a severability of interests "separation of insureds" clause and include coverage for personal and advertising, and contractual liability.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad including the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state As Required by Written Contract.

B. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

4. Automobile Liability

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad. The policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall meet all the requirements of the State of California Labor Code.

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state **As Required by Written Contract**.

If Contractor has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval from the County Risk Manager or designee.

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6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

7. Product Liability Insurance

Minimum limits and coverage

$1,000,000 per claim and $2,000,000 in the aggregate and such insurance shall include coverage for products and completed operations.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which Contractor shall provide REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT to County as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall become effective Friday, January 1, 2027, and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

3. Renewal:

This Contract shall not be renewed unless otherwise approved by the County Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

A. Terminate the Contract immediately without penalty pursuant to Paragraph 11, Termination;

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B. Afford Contractor written notice of the breach pursuant to Paragraph 11, Termination, to cure the breach, if the breach is curable;

C. Discontinue payment to Contactor for and during the period in which Contractor is in breach; provided, however, that County will pay for all products ordered and shipped that are not in dispute and that are in compliance with this Contract.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor must provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not employ for any purpose, during the period of this Contract, any person Contractor knows or should have known is a County employee.

10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by County and shall not be changed without written notice to County's Project Manager.

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Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fifteen (15) business days after written notice by County's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

13. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored by Contractor in United States and access is subject to applicable California laws for a period of three (3) years after final payment is received from County.

14. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

15. Debarment:

Contractor certifies that neither Contractor nor, to the best of its knowledge, its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or Federal department or agency. County has the right to terminate this Contract immediately without penalty if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible, or any voluntary exclusion from participation by any state or Federal department or agency.

16. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract ("County Data") will at all times remain the property of County. Such County Data may not be used or copied for direct or indirect use by Contractor except as required for performance under this Contract or as permitted by County's express prior written consent. All County Data and all materials, documents, data or information, including copies, specifically

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and directly created for the performance of this Contract must be returned to County at the end of this Contract.

17. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources.

18. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

19. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

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2. The organization's policy of maintaining a drug-free workplace

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

21. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel

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attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity:

Contractor shall comply with applicable state of California regulations pertaining to Equal Employment Opportunity as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

24. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

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25. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

26. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

28. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

29. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. Usage:

While this Contract includes a minimum purchase commitment, no maximum guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations.

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31. Usage Reports:

Upon request, Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted within ninety (90) calendar days of County's request.

32. Reports/Meetings:

Upon request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

33. Project Manager, County:

County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

34. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

35. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall use commercially reasonable efforts to maintain a reasonable stock on hand of all commodities for delivery upon request.

36. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.

37. Contractor Screening

Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph

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and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (http://exclusions.oig.hhs.gov)

b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (http://sam.gov)

c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database)

38. Web Content Accessibility Guidelines (WCAG). Reserved

39. Notices:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	HOLOGIC SALES AND SERVICE, LLC
Attn:	Claudia Deutsch
Address:	250 CAMPUS DR, MARLBOROUGH, MA 01752
Phone:	858.252.8175
Email:	claudia.deutsch@hologic.com

County's Project Manager: Health Care Agency	
Attn:	Tang Her
Address:	8300 Marine Way, STE 300 Irvine, CA 92618

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Phone:	(714) 834-2843
Email:	ther@ochca.com

cc: Health Care Agency/Procurement Services	
Attn:	Roosevelt McCombs, County DPA
Address:	405 W. 5th St STE 600 Santa Ana, CA 92701
Phone:	(714) 834-7607
Email:	rmccombs@ochca.com

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40. **Use Restrictions.** Products/commodities are only intended for the uses listed in the applicable operator's manual or instructions for use and are subject to the specifications and requirements set forth therein. County assumes all risks associated with non-listed uses of Products/commodities and/or use of Products/commodities which is inconsistent with the specifications and requirements in effect at the time this Contract is executed, unless a different specification or requirement is authorized by Contractor or a third party on behalf of Contractor, and shall hold Contractor harmless from any claim for any such uses. County is not licensed to, and agrees not to: (a) resell any Products/commodities, unless otherwise authorized by Contractor in writing; (b) transfer, or distribute any Products/commodities, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by Contractor in writing; (c) use or allow anyone to dilute any Products/ commodities; or (d) reverse engineer, disassemble, or conduct unauthorized analysis of any Products/commodities and/or its method of use.

41. LIMIT OF LIABILITY. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM CONTRACTOR'S NEGLIGENT, RECKLESS OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS, AND EXCEPT FOR CONTRACTOR'S DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS CONTRACT, (A) CONTRACTOR IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE OR USE OF PRODUCT ORDERED OR FURNISHED PURSUANT TO THIS CONTRACT, OR FROM ANY CAUSE RELATING THERETO UNLESS EXPRESSLY AGREED TO BY THE PARTIES IN WRITING; AND (B) CONTRACTOR IS NOT LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE OR CHARGE THEREFOR RECEIVED BY CONTRACTOR.

42. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

HOLOGIC SALES AND SERVICE, LLC

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
Signed by: Douglas Donovan 131E68831FAF491...	Douglas Donovan	VP, US Sales, Diagnostic Solutions	October 14, 2026
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:
County Counsel

Signature	Name	Title	Date
Signed by: Brittany McLean 71CFE638662E411...	Brittany McLean	**Deputy**	October 15, 2026

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ATTACHMENT A - SCOPE OF WORK

1. BACKGROUND

The Orange County Public Health Laboratory (OCPHL) currently offers *Chlamydia trachomatis* (CT), *Neisseria gonorrhea* (GC), HIV Viral Load, Hepatitis C Viral Load, and Trichomonas testing in support of Public Health Clinics, contract clinics, and Orange County Jail facilities. In June 2020, the Aptima SARS-CoV-2 Panther EUA assay for COVID-19 was implemented in order to meet the demands for automated COVID-19 testing and is an integral part of OCPHL's response to the COVID-19 pandemic. The test is since then updated to Fusion SARS-CoV-2/Flu A/B/RSV multiplex assay as a primary diagnostic tools to support County clinics and Correctional Health Services as well as Influenza surveillance program. OCPHL tests approximately 20,000 patient specimens per year for Chlamydia and Gonorrhea by NAAT, 2,500 for HIV VL, 1,700 HCV VL, 1,000 Trichomonas and 1,300 Fusion Multiplex assay. Currently, 20,000 CT tests and 20,000 GC tests are run together in a single CT/GC assay. OCPHL is looking to continue purchasing under a Rental/Reagent Agreement for Food and Drug Administration (FDA) cleared test kits all necessary ancillary products and instrumentation for processing and detection of Chlamydia, Gonorrhea, HIV, HCV, Trichomonas, Influenza, RSV, and COVID-19 by molecular amplification technologies. In May 2025, OCPHL purchased an additional unit of Fusion module to accommodate the need for high throughput testing (e.g. Measles PCR) and implement Laboratory Developed Testing (LDT) through Open Access platform. OCPHL will add several new tests to the existing automated systems (Panther and Panther Fusion). Due to the discontinuation of instrument support from another vendor, OCPHL is currently planning to transition Herpes Simplex Virus (HSV) 1 and 2 In-Vitro Diagnostic testing to Panther system this year.

2. DELIVERABLES

A. **Test Kit Specifications:**

Contractor must have existing FDA cleared test kits for:

1. CT and GC amplification and detection.
    a. Specimen type to include; urine, endocervical, vaginal, male urethral, female and male urine specimens from symptomatic and asymptomatic persons.
    b. Specificity greater than or equal to 97%.
    c. Internal Control.
2. HIV-1 Viral Load assay
    a. Limit of Detection < 20 copies/mL
    b. Specimen type to include plasma, collected in Plasma Preparation Tube (PPT), Acid Citrate Dextrose (ACD), and Ethylenediaminetetraacetic acid (EDTA).
    c. Random access, be able to load a mix of test orders from different samples and run at the same time.

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d. Continuous access, be able to load samples, reagents, and consumables at any time.

e. Low sample volume option (240 µL) with automated dilution factor.

3. HCV quantitative assay for the detection and quantitation of Hepatitis C virus (HCV) RNA, in fresh frozen human serum and plasma from HCV-infected individuals.

4. Trichomonas vaginalis assay, an assay capable of identifying infection caused by Trichomonas vaginalis by nucleic acid amplification.

   a. Specimen type to include; endocervical, vaginal, female and male urine specimens from symptomatic and asymptomatic persons.

   b. Specificity greater than or equal to 97%.

   c. Internal Control.

5. Fusion SARS-CoV-2/Flu A/B/RSV multiplex assay

   a. Specimen type to include; nasopharyngeal swab, nasal swab in viral transport media or universal transport media.

   b. 1 test can detect 4 analytes.

   c. Internal Control.

6. HSV assay, a qualitative detection and differentiation of herpes simplex virus type 1 (HSV-1) and type 2 (HSV-2) by nucleic acid amplification test (NAAT) from anogenital lesion of in symptomatic male and female patients.

B. **Instrument Specification Requirements:**

1. Reagent rental for the performance of CT/GC NAAT, HIV-1 quantitative assay, HCV quantitative, Trichomonas, SARS-CoV-2/Flu A/B/RSV, and HSV.

2. Must be FDA cleared for all test kits listed above.

3. Automated platform for sample extraction, amplification, and detection.

4. Random access, ability to load a mix of test orders from different patient samples and run at the same time.

5. Continuous access, ability to load samples, reagents and consumables at any time.

6. Contamination prevention measures.

7. Flexibility to run small or large numbers of specimens.

8. Scan specimen barcodes to order tests.

9. Minimal pre- and post-test maintenance procedures.

C. **Laboratory Information System Interface (LIS) Specifications:**

1. Contractor must have the capability to interface with Cerner Millennium Panther applications with capability to read Cerner barcode on patient sample tubes.

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D. **Instrument Maintenance**

1. Instrument rental shall include insurance, maintenance, parts, repair and calibration at no additional cost to County.

E. **Contractual Requirements:**

1. Contractor shall provide a designated sales representative to County's account to help resolve technical and/or contractual issues.
2. There is no maximum guarantee as to annual usage requirement for the items in this Contract. The amount may increase based upon County's laboratory's demands.
3. Contractor must be able to deliver the items listed/requested within five (5) – seven (7) business days from receipt of order. Upon receipt of an order, Contractor will provide the latest information available and collaboratively work on a potential timeline for delivery.
4. Contractor must provide notification to OCPHL for items placed on backorder for more than two (2) weeks from date of ordering.
5. Any changes in product availability, production, and/or specifications, Contractor shall endeavor to provide a notice in writing to OCPHL thirty (30) days in advance. Contractor shall provide notice of such changes in writing to OCPHL within two (2) days for any products subject to an order.
6. With the exception of SARS-CoV-2 assays and related items, Contractor must be able to fulfill urgent delivery requirement for overnight delivery. The cost associated with the expedited shipping (FedEx Overnight delivery) will be assumed by the County and based on product availability.
7. Contractor must allow replacements for items with expiration dates with a shelf life of three months or less as of the date of receipt. Return shipping is the responsibility of Contractor.
8. Contractor shall provide training as identified and mutually agreed to, and support for new and existing equipment and reagent test kits, as requested by County, including educational support.

Note: County reserves right to reduce quantity or cancel order for items not already in transit.

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County via an amendment. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

1. <u>Additional Work</u>

A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval pursuant to an amendment prior to commencing any additional work.

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2. Miscellaneous Clause

A. Miscellaneous commodities may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities without prior written authorized County approval. Additional delivery locations may be added or deleted at any time with no penalty to County

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ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a Contract between County and Contractor for REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF INFECTIOUS AGENT as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

B. **Total Contract amount not to exceed: $6,000,000.00**

Approval by the Board of Supervisors is required for all service contracts where for any year of the contract, the annual value to any one contractor exceeds $200,000.

Notwithstanding the foregoing, County shall pay Contractor for all products ordered and shipped up to the last day of the Contract or the effective date of Termination, if applicable.

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed $1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Price Increase/Decreases:

No price increases will be considered during the initial Contract year. After the initial Contract year, Contractor may increase prices upon 60 days' notice and no more than once per year; increase that is the greater of 3% annual cap or CPI increase over last 12 months.

4. Firm Discount and Pricing Structure: Reserved

5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

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6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment shall be made within thirty (30) days from invoice date. invoice date. F In the event the County determines that any invoice is incomplete, inaccurate, or otherwise deficient, the County shall notify the Contractor of the deficiencies, and the Contractor shall promptly submit a corrected invoice. Upon the County's receipt of any such corrected invoice, the thirty (30) calendar-day payment period **may recommence**, meaning the County may, at its discretion, restart the thirty (30) calendar-day payment period based on the date of receipt of the corrected approved invoice.

Billing shall cover services and/or goods not previously invoiced. *Contractor shall credit County* for goods or services not provided and will replace goods or services do not meet Contract published product specifications.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Payment – Invoicing Instructions:

Payment **– Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. MA-042-27010164

f. Date of order

g. Product/Service description, quantity, and prices

h. Sales tax, if applicable

i. Freight/Delivery Charges, if applicable

j. Total

Invoices and support documentation are to be forwarded to:

Health Care Agency

Attn: Accounts Payable

PO Box 689

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Santa Ana, CA 92702

Email: hcaap@ochca.com

8. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

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ATTACHMENT C - PRICING

General Terms:

1. **Equipment.** In consideration of the Purchase Commitment, Hologic will provide Customer with the use of the Equipment ("Equipment") specified below for the Term, which shall include on-site installation and training by Hologic authorized personnel. Hologic reserves the right to provide new or renewed equipment to Customer. Hologic will retain title to the Equipment during the Term and may file a standard Uniform Commercial Code ("UCC") Form 1 to perfect its interest in the Equipment. Customer will notify Hologic immediately if any attachment, encumbrance, lien or security interest is filed or claimed and will indemnify Hologic for any loss or damage, including reasonable attorneys' fees. Customer shall remain responsible for the normal care and maintenance of the Equipment. Should Customer be in Material Breach, Hologic may immediately require Customer to arrange the return of any Hologic-owned Equipment to Hologic.

2. **Costs for Equipment Usage; Customer Reporting Obligations.** Payment for the Equipment usage and Product purchase pursuant to this Attachment is set on a per-Product (or per-kit) basis. The Product prices quoted include remuneration for the Equipment based upon Customer's anticipated Product usage during the Term, such that the aggregate amounts paid by Customer on a per-Product (or per-kit) basis will be an amount sufficient to pay Hologic for the usage value of the Equipment and the purchase price of the Product over the Term. Payment for the use of the Equipment through the purchase of Products is provided at Customer's request. Customer is responsible for appropriately allocating a portion of the amount spent on Products to account for the use of the Equipment for accounting and reporting (including Medicare cost reporting) purposes. More specifically, Customer shall (i) properly report and appropriately reflect and allocate amounts paid under this Attachment, net of all discounts, as may be required by law or contract, including in applicable Medicare and Medicaid cost reports, (ii) maintain sale invoices along with this Attachment and other documentation provided by Hologic concerning this Attachment and Product pricing, and (iii) allow agents of Medicare and Medicaid access to such documentation upon request.

3. **Order Management.** Customer shall place all orders concerning this Attachment directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752. **Orders may be placed by**: **Phone at 800-442-9892**, **Fax at 800-409-7591 or Email at** CustomerSupport@hologic.com**.**

4. **Term Completion.** At the end of the Term, Customer agrees to arrange the return of any Hologic-owned Equipment promptly to Hologic at Customer's expense.

Program Terms:

1. **Tips.** Specific TECAN and BioRear tips are the preferred tips that Hologic has validated for use on the Panther system. Hologic does not support the use of non-TECAN or non-BioRear tips on the Panther pursuant to the terms of the warranty for the equipment. Please contact your local Hologic Account Executive for more details on BioRear tips. TECAN tips (Catalog No. 30180117) can be ordered directly from TECAN U.S. at 800-352-5128.

2. **Panther Link.** Any and all commercial display monitors included with Product No. PRD-06120 are excluded from the warranties provided under Section 8 of the Sale Agreement and all other warranties expressly disclaimed including, without limitation, any warranty of merchantability or fitness for a particular purpose.

- **Non-Hologic Manufactured Equipment Service for Commercial Display Monitor.** The Parties acknowledge and agree that should Customer need service for the Non-Hologic Manufactured Equipment when it is down, inoperable, or an intermittent error that interrupts processing and affects workflow during the Term of the Agreement, Customer shall call Hologic Technical Support Department at 1- 888-484-4747 to determine if the issue is Hologic hardware related. If it is determined it is not Hologic hardware related, Customer shall contact Samsung ProCare 1-888–SAM4BIZ (1-866-726-4249) for service. Customer acknowledges that it shall need the applicable serial

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number(s) for the Non-Hologic Manufactured Equipment and a description of the problem available when calling. Samsung ProCare Support's service will coordinate with Customer to schedule the repair visit. Services provided by Samsung, under Samsung's warranty, include:

- Samsung ProCare White Glove 5-Year Warranty
- Technical-assisted exchange of display
- Up to three (3) exchanges of display during the period of Samsung's warranty
- Coverage for mechanical/electrical breakdown

- Customer acknowledges that the Services and Warranty for the Non-Hologic Manufactured Equipment is limited to those provided by the original manufacturer and such services and Warranty are not provided by Hologic and may be subject to change by the original manufacturer. Hologic shall have no obligations of warranty or service in regards to the Non-Hologic Manufactured Equipment.

3. **Purchase Commitment.** The Customer agrees to pay to Hologic the total price per kit as indicated during the Term. Customer agrees to purchase the quantity of kits or boxes as per Product as indicated below for each Product (the "Purchase Commitment"), each year during the Term. The Parties agree that the Purchase Commitment represents the minimum quantity to be purchased by Customer on an annual basis. All purchases made in a given annual period shall apply to the purchase commitment for that annual period only and shall not be applied to any future Contract Year. Each twelve (12) month period beginning on the Effective Date is a "Contract Year." If Customer does not order and pay for the quantity listed for each Product ("Estimated Yearly Quantity") within any twelve (12) month period ("Minimum Purchase Obligation"), then Hologic may require Customer to pay, at the end of the twelve (12) month period, the difference between the Minimum Purchase Obligation and the amount actually paid by Customer during that period for the Product ("Minimum Purchase Obligation Payment"). Customer must make this Minimum Purchase Obligation Payment within thirty (30) days of the date of Hologic's invoice. Also, Hologic may increase pricing by up to 5% for the rest of the Term for any Product for which Customer does not meet the Minimum Purchase Obligation. Hologic's use of the remedies in this section does not preclude it from pursuing remedies stated elsewhere in the Agreement.

Aptima Combo 2 (CT/NG) Assay - Panther

- Commitment Period: Annually
- Number of Committed Tests: 20,000
- Price Per Test: $9.27

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-05571	APTIMA COMBO 2, 250-TEST, PANTHER - UPDATED	250	$2,317.50
PRD-05576	APTIMA COMBO 2, 100-TEST, PANTHER - UPDATED	100	$927.00

Aptima TV Assay - Panther

- Commitment Period: Annually
- Number of Committed Tests: 1,200
- Price Per Test: $6.00

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
303536	KIT, ATV-V2, 100T	100	$600.00
303537	KIT, ATV-V2, 250T	250	$1,500.00

Aptima HIV-1 Quant Dx Assay

- Commitment Period: Annually
- Number of Committed Tests: 4,300
- Price Per Test: $35.00

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-03565	HIV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD	100	$3,500.00

Aptima SARS-CoV-2 Assay (IVD) - Panther

- Commitment Period: Annually
- Number of Committed Tests: 36,000
- Price Per Test: $26.00

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-07881	SARS-COV-2 ASSAY, APTIMA, 100-TEST, IVD	100	$2,600.00

Open Access

- Commitment Period: Annually
- Number of Committed Tests: 13,000
- Price Per Test: $20.00

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-04303	OPEN ACCESS CARTRIDGES, 96-TEST, RNA/DNA ENZ	96	$1,920.00

Panther Fusion Flu Assay

- Commitment Period: Annually
- Number of Committed Tests: 3,000
- Price Per Test: $25.00

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-04328	FLU REAGENT CARTRIDGES, 96-TEST, FUSION, CE IVD	96	$2,400.00

Collection Devices

- Commitment Period: Annually
- Number of Committed Tests: 20,000
- Price Per Test: $1.20/$1.25 (see below)

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
105575	APTIMA URINE COLLECTION TUBES	100	$120.00
301040	KIT,APTIMA CMB2URINE SPEC COLL	50	$62.50
301041	KIT, UNISEX SPEC COLL, APTIMA	50	$62.50
301154C	KIT, APTIMA LPT-IVD SALES BOM	100	$120.00
PRD-03546	BOX OF SPECIMEN COLLECTION KITS, MULTITEST SWAB (IVD)(50 PK)	50	$62.50

Non-Committed Assays

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Panther Fusion SARS-CoV-2/Flu A/B/RSV Assay

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-07400	SARS/FLU A/B/RSV REAGENT CARTRIDGES, FUSION, IVD	96	$3,840.00

Non-Committed Supplies

Product Number	Description	Price per Kit/Box
301110	APTIMA CNTRLS KIT (1 TRAY) IVD	$0.00
302807	KIT, CONTROLS, ATV,250	$0.00
PRD-03566	HIV VIRAL LOAD ASSAY CALIBRATOR, APTIMA, US IVD	$0.00
PRD-03567	HIV VIRAL LOAD ASSAY CONTROLS, APTIMA, US IVD	$0.00
PRD-03706	HCV QUANT ASSAY CONTROLS, APTIMA, US IVD	$0.00
PRD-03707	HCV QUANT ASSAY CALIBRATORS, APTIMA, US IVD	$0.00
PRD-07882	SARS-COV-2 ASSAY CONTROLS, APTIMA, IVD	$230.00
PRD-04336	FLU CONTROLS, FUSION, CE IVD	$0.00
PRD-07401	SARS/FLU A/B/RSV CONTROLS, FUSION, IVD	$230.00
PRD-07152	SARS/FLU A/B/RSV PANEL B, FUSION	$250.00
PRD-03569	HSV CONTROLS, APTIMA	$0.00
303096	RUN KIT, PANTHER	$0.00
303085	ADVANCED CLEANING SOLUTION	$0.00
303014	ASSAY FLUIDS KIT, APTIMA, AS	$0.00
303013	AUTO DETECT KIT, APTIMA, AS	$0.00
104772-02	MULTI-TUBE UNIT (MTU) KIT ASSY	$0.00
902731	WASTE BAG, KIT, PANTHER	$0.00
504405	COVER, WASTE BIN, PANTHER	$0.00
501604	SPARE CAPS, PP, 60ML, TCR APTIMA 2X50	$0.00
501616	SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS	$87.50
CL0040	SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS	$65.00
CL0041	SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS	$75.00
105668	APTIMA PENETRABLE CAPS	$0.00
302101	KIT, BLEACH ENHANCER/CLEANING	$75.00
PRD-03455	PANTHER RUN KIT FOR REAL TIME ASSAYS	$0.00
FAB-18184	SPECIMEN ALIQUOT TUBE PACK	$30.00
504415	CAP,TRANSPORT TUBE - 100CT PACK	$10.00
MTL-02093	500/PK , PIPETTE, TRANS, DISPO, 5ML	$40.00
PRD-06783	APTIMA WHOLE BLOOD DILUENT, IVD	$175.00
PRD-04423	SPECIMEN TRANSPORT MEDIUM	$100.00
PRD-03503	SPECIMEN DILUENT KIT, VIRAL LOAD ASSAYS, APTIMA, US IVD	$260.00
PRD-03654	SPECIMEN DILUENT WITH TUBES AND CAPS, VIRAL LOAD ASSAYS, APTIMA, US IVD	$300.00

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Product Number	Description	Price per Kit/Box
PRD-04335	OIL PACK, FUSION, CE-IVD	$0.00
PRD-04332	INTERNAL CONTROL -S, FUSION, CE IVD	$0.00
PRD-04304	OIL REAGENT	$0.00
PRD-04305	OPEN ACCESS PACK, FUSION	$0.00
PRD-04306	DNA, IC PRIMERS (ASR)	$0.00
PRD-04307	RNA, IC PRIMERS (ASR)	$0.00
PRD-04308	DNA, IC PROBE (ASR)	$0.00
PRD-04309	RNA, IC PROBE (ASR)	$0.00
PRD-04311	PRIMER/PROBE TUBES, OPEN ACCESS, FUSION	$0.00
PRD-04312	PRIMER/PROBE CAPS, OPEN ACCESS, FUSION	$0.00
PRD-04926	1M MAGNESIUM CHLORIDE	$150.00
PRD-04927	1M POTASSIUM CHLORIDE	$75.00
PRD-04935	1M TRIS BUFFER	$30.00
PRD-04943	URINE TRANSPORT MEDIUM	$125.00
PRD-04944	BLOOD TRANSPORT MEDIUM	$150.00
PRD-04945	OPEN ACCESS DILUENT ADDITIVE	$150.00
PRD-06232	EXTRACTION REAGENTS - B, FUSION, IVD	$0.00
PRD-06234	INTERNAL CONTROL -B, FUSION, IVD	$0.00
PRD-04476	INTERNAL CONTROL -X, FUSION, CE-IVD	$0.00
PRD-04333	RECON BUFFER I, FUSION, CE IVD	$0.00
PRD-04334	ELUTION BUFFER, FUSION, CE IVD	$0.00
PRD-04331	EXTRACTION REAGENTS - S, FUSION, CE IVD	$0.00
PRD-04339	SPECIMEN LYSIS, FUSION, CE IVD	$125.00
PRD-04000	PANTHER FUSION TUBE TRAYS	$0.00
PRD-04477	FCR-X/FER-X, FUSION, 960-TEST, CE-IVD	$0.00
PRD-07403	RESPDIRECT KIT, IVD	$200.00

Cost-per-reportable (CPR) Pricing

Product Number	Description	Cost per Reportable
PRD-03568-CPR	HSV ASSAY, APTIMA, 100T, IVD COST REPORTABLE	$25.00
PRD-03568	HSV ASSAY, APTIMA, 100T, IVD	Included

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Cost Per Reportable Pricing. Each month during the Term, Hologic may provide Customer up to three (3) of each kit under the Cost per Reportable ("CPR") program (the "CPR Kit[s]") at no charge. Customer agrees to submit to Hologic the total number of reportable results for the prior month by the 10th of each month for the CPR Kits, and Customer will be invoiced for the reportables submitted. Customer will submit the number of reportable results using the form attached as Exhibit A. This form will be faxed to Hologic Customer Service at 1-800-409-7591 or emailed to CustomerSupport@hologic.com. Failure to submit this form by the 10th of each month may result in the delay of shipment of CPR Kits to Customer. At the request of Hologic, Customer agrees to submit to Hologic its monthly line-item log of results reported. Hologic reserves the right to perform a business review of the CPR usage and pricing at any time, and may adjust pricing or discontinue providing CPR Kits to Customer and terminate the CPR program with 10 days' notice to Customer.

Equipment -Hologic-owned (already onsite)

Product Number	Description	Unit Price	Existing Quantity	Serial Number	Quantity to Ship
303095	PANTHER INSTRUMENT SYSTEM, DX	Included	2	2090002487, 2090000411	0
PRD-06304	MY ACCESS LAPTOP, 14IN - USER READY	Included	1	8NMBLG3	0

Equipment – Customer owned (already onsite)

Product Number	Description	Existing Quantity	Serial Number	Quantity to Ship
PRD-04173	PANTHER FUSION MODULE	2	2101001142, 2101000459	0
PRD-05845	PANTHER UPGRADE CONTINUOUS FLUID AND WASTE + WASTE TO DRAIN + MTU EXPANSION	2	2090002487, 2090000411	0
PRD-06120	PANTHER LINK CONNECTION	2	2090002487, 2090000411	0
PRD-06119	PANTHER LINK BASE CONFIGURATION	1		0
PRD-06121	PANTHER LINK DISPLAY/MOUNT/INSTALL	1		0

Miscellaneous Clauses:

- Miscellaneous supplies/consumables with a not-to-exceed amount of $4,500 (includes tax and shipping) per unit may be purchased against this Contract, unless such purchase would exceed the Contract's total not to exceed amount.

-Hazardous Charge and Processing Fee: To the extent applicable, these charges are authorized on this contract upon approval of county's project manager or designee. The Processing Fee is authorized per order for items shipped from the Contractor's Applied Science Division.

-There shall be no shipping cost for additional fees charged to the County for items incorrectly shipped to County. Contractor shall provide replacement of items that do not meet Contractor's published product specifications. Return shipping cost are the responsibility of the Contractor.

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Quantitative Viral Load Assay Pricing (HCV)

Product Category	Product #	Description	Quantity of Tests per Kit	(A) Estimated Annual Test Results *(Quantity of Test Results per Contract Year)*	(B) Annual Minimum Tests Purchased *(Quantity of Purchased Kits per Contract Year)*	(C) Annual Maximum Number of No Charge Kits *(Quantity of No Charge Kits per Contract Year)*	Price per Purchased Kit
HCV Quant Dx Tests	PRD-03705	Aptima HCV Quant Dx, Kit - Panther	100 tests	650	10	2	$4,500.00

In each annual period during the Term, based on County Estimated Annual Test Results (*Column A*) and Annual Minimum Tests Purchased (*Column B*) per Product listed in this Attachment, to accommodate County anticipated testing volume demands, County is entitled to receive up two (2) Aptima HCV Quant 100 test kits (Item #PRD-03705)] at no additional charge ("No Charge Kits"; *Column C*).

For the avoidance of doubt, on a Product-by-Product basis, County may only receive No Charge Kits hereunder on a pro rata basis in proportion to the quantity of Product Kits purchased by County. To facilitate shipment of Products by Contractor, County must specify its intent to exercise redemption of each No Charge Kit at the time of order placement and such intent shall be confirmed by Contractor.

To maintain eligibility to receive No Charge Kits hereunder, County orders must: (i) track to its Annual Minimum Tests Purchased (*Column B)* for the Aptima HCV Quant Test, respectively, on a quarterly basis, (ii) meet its Annual Minimum Tests Purchased for the Aptima HCV Quant Test at the end of each Contract year, and (iii) maintain full compliance with all other obligations under the Contract and all Attachments.

The Parties acknowledge and agree that the No Charge Kits represent a discount or other reduction in price off County annual purchases of the respective Product(s) listed in this Attachment. Within forty-five (45) days of each anniversary of the Effective Date, Contractor shall provide County with an annual statement of the amount of the discount, identifying the specific goods on which the discount has been earned. County shall properly report and appropriately reflect such discount as required by law.

Contractor reserves the right to perform a business review of the Product usage, test volume and pricing at any time, and may (i) adjust pricing, number of Estimated Annual Test Results, number of Annual Minimum Tests Purchased and/or number of No Charge Kits or (ii) discontinue providing No Charge Kits to County and terminate this Attachment, in each case upon thirty (30) days' prior written notice to County. Contractor shall also retain the right to transition County to a cost per kit pricing model upon thirty (30) days' prior written notice to County, provided consistent usage volume supports the transition. Any such adjustment and/or transition will be documented as a written amendment to the Contract.

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EXHIBIT A
Cost Per Reportable Submission Form

Customer Name ("CUSTOMER")	Customer Number	Purchase Order Number
ORANGE COUNTY PUBLIC HEALTH LAB	183983	
Contact Name	**Contact Phone Number**	**Contact Email**
Megan Crumpler	7148348385	mcrumpler@ochca.com
Bill To Address	**Ship To Address**	**Hologic Representative**
PO BOX 689 SANTA ANA, CA 92702	8300 MARINE WAY STE 300 IRVINE, CA 92618	Ashley Glenn ashley.glenn@hologic.com

Cost per Reportable Pricing

Customer agrees to submit to Hologic the total number of reportable results for the prior month by the 10th of each month for the CPR Kits, and Customer will be invoiced for the reportables submitted. Customer will submit the number of reportable results using the form attached as Exhibit A. This form will be faxed to Hologic Customer Service at 1-800-409-7591 or emailed to CustomerSupport@hologic.com. Failure to submit this form by the 10th of each month may result in the delay of shipment of CPR Kits to Customer.

Cost-per-reportable (CPR) Pricing

Product Number	Description	Cost per Reportable	Monthly Reporting (Number of Tests Reported)
PRD-03568-CPR	HSV ASSAY, APTIMA, 100T, IVD COST REPORTABLE	$25.00	

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Panther Fusion Plus Link Service – Standard+

Contractor shall provide the repair service listed below for the Equipment:

Service Type	Coverage Description
PANTHER FUSION PLUS LINK STD+	Panther Fusion Plus Link Standard Plus Terms: **SERVICES INCLUDED**. During the Term, the following service will be provided: 1. Labor, necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU's, TTU's, waste bags, and bench covers), and Hologic travel expenses. 2. Preventative maintenance by Hologic service technician according to operator's or user's manual, (Monday through Friday only). 3. Equipment repair for reasons other than those listed below under Services Excluded. 4. Access to Hologic Technical Support telephone support, 24/7, callback within 30 minutes 5. Telephone Number for all Technical Support: 888-484-4747 6. Factory authorized updates or modifications, including parts. **Service Representative Dispatch and PRO360° REMOTE DIAGNOSTICS** 1. Representative on site within 24 hours (Monday – Friday) if PRO360° Remote Diagnostics Management is installed. 2. Representative on site within 48 hours (Monday – Friday) if PRO360° Remote Diagnostics is not installed. Service response times are predicated upon the Equipment operator being willing and able to transfer Equipment log files to Hologic when instructed by Hologic Technical Support using the protocol described in the Equipment Operator's Manual. **SERVICES EXCLUDED**. The services excluded under the Standard Service option are the following: 1. Any repair required because of causes other than use of the Equipment pursuant to the operator's or user's manual. Such causes include, but are not limited to: misuse, abuse, improper use, casualty loss, neglect, reprogramming error, malfunction or failure of environmental control Equipment, electrical Equipment malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Hologic authorized personnel, installation of commercial or non-Equipment software, use of any other tips on the Equipment other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes. 2. Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance. 3. Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," TECAN Tips, bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the Equipment) and consumable items. 4. Any and all commercial display monitors included with product #PRD-06120 are excluded from the warranties provided under Section 8 of the Sale Agreement and all other warranties expressly disclaimed including, without limitation, any warranty of merchantability or fitness for a particular purpose. 5. **Non-Hologic Manufactured Equipment Service for Commercial Display Monitor.** The Parties agree and acknowledge that should Customer need service for the Non-Hologic Manufactured Equipment when it is down, inoperable, or an intermittent error that interrupts processing and affects work flow during the Term of the Agreement, Customer shall call Hologic Technical Support Department at 1- 888-484-4747 to determine if the issue is Hologic hardware related. If it is determined it is not Hologic hardware related, Customer shall contact Samsung ProCare 1-888–SAM4BIZ (1-866-726-4249) for service. Customer acknowledges that it shall need the applicable serial number(s) for the Non-Hologic Manufactured Equipment and a description of the problem available when calling. Samsung ProCare Support's service will coordinate with Customer to schedule the repair visit. Services provided by Samsung, under Samsung's warranty. Include: • Samsung ProCare White Glove 5-Year Warranty • Technical-assisted exchange of display • Up to three (3) exchanges of display during the period of Samsung's warranty • Coverage for mechanical/electrical breakdown Customer acknowledges that the Services and Warranty for the Non-Hologic Manufactured Equipment is limited to those provided by the original manufacturer and such services and Warranty are not provided by Hologic and may be subject to change by the original manufacturer. Hologic shall have no obligations of warranty or service in regard to the Non-Hologic Manufactured Equipment.
Quote #: Q-495266	

Service Rates – Panther Fusion Plus Link Standard+

Equipment/Product #	Serial #	Service Type	Party #	List Price / Year	Effective Dates	Duration	Total
902615	2090002487	PANTHER FUSION PLUS LINK STD+	1054	$34,000.00	1/1/2027 to 12/31/2027	1.00	$34,000.00
902615	2090002487	PANTHER FUSION PLUS LINK STD+	1054	$34,000.00	1/1/2028 to 12/31/2028	1.00	$34,000.00
902615	2090002487	PANTHER FUSION PLUS LINK STD+	1054	$34,000.00	1/1/2029 to 12/31/2029	1.00	$34,000.00
902615	2090000411	PANTHER FUSION PLUS LINK STD+	1054	$34,000.00	1/1/2027 to 12/31/2027	1.00	$34,000.00
902615	2090000411	PANTHER FUSION PLUS LINK STD+	1054	$34,000.00	1/1/2028 to 12/31/2028	1.00	$34,000.00
902615	2090000411	PANTHER FUSION PLUS LINK STD+	1054	$34,000.00	1/1/2029 to 12/31/2029	1.00	$34,000.00

Subtotal:	USD 204,000.00
Discounts and Allowances:	(USD 180,000.00)
Total:	USD 24,000.00

*On-site service available Monday – Friday, 8:30 AM – 5:30 Pm (local time) excluding company holidays.

Limited Warranties and Exceptions for the Panther Fusion Plus Link Maintenance

1 Contractor warrants that the Equipment Maintenance Services provided hereunder will be performed in a professional manner.

2. Contractor warrants that replacement parts furnished for the Panther systems are free from defects in material and workmanship from the date of installation for a period of thirty (30) calendar days. County warrants that, on the Effective Date of this Contract, the Panther systems are in good working condition and have had and will continue to have all required routine maintenance in accordance with the Panther systems Operator's Manual provided to County. Contractor's sole obligation under this warranty is to repair or replace, at its sole discretion, any replacement parts furnished for the Panther systems that is deemed defective within the thirty (30) calendar day period.

3. ALL WARRANTIES FOR THE PANTHER SYSTEMS MAINTENANCE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED AND THOSE IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

Miscellaneous

1. County Obligation. Prior to any shipment of repair parts or visit by Contractor service representative for Panther system maintenance, County must perform all reasonable and pertinent diagnostic programs, tests, simple/basic troubleshooting on the Panther systems and provide an accurate description of failure/error, with Contractor's assistance.
2. Replaced or Removed Parts. All Panther system parts replaced or removed under this Contract are Contractor's property.
3. The Parties agree that the annual fee of the Panther Standard Plus and Panther Fusion Standard Plus service plans will increase when the warranty of the Panther Plus upgrades expires. Pricing will be effective after an amendment has been signed by both Parties acknowledging price changes.

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