

**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. MA-042-22010349**  
**FOR**  
**REAGENT TEST KITS, EQUIPMENT, AND MAINTENANCE FOR DETECTION OF**  
**INFECTIOUS AGENT**

This Amendment ("Amendment No. 3") to Contract No. MA-042-22010349 for Reagent Test Kits, Equipment, and Maintenance for Detection of Infectious Agent is made and entered into on January 1, 2025 ("Effective Date") between Hologic Sales and Service, LLC ("Contractor"), with a place of business at 250 Campus Drive, Marlborough, MA, 01752, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> Street, Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, Gen-Probe Sales & Service, Inc., a subsidiary of Hologic, Inc., ("Gen-Probe") and County executed Contract No. MA-042-22010349 for Reagent Test Kits, Equipment, and Maintenance for Detection of Infectious Agent, effective January 1, 2022, through December 31, 2024, in an amount not to exceed \$7,500,000 ("Contract"); and

WHEREAS, Gen-Probe and County executed Amendment No. 1 to delete and replace Attachment C (Pricing) of the Contract with Attachment C-1 (Revised Pricing) to update the Contract's pricing; and

WHEREAS, the Parties executed Amendment No. 2 to delete and replace Attachment C-1 (Revised Pricing) of the Contract with Attachment C-2 (Revised Pricing) to update the Contract's pricing and to add Attachment D (Assignment, Novation and Consent Agreement) to the Contract pursuant to which Gen-Probe Sales & Service, Inc. assigned the Contract to Hologic Sales and Service, LLC; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for two years, to delete and replace Attachment A (Scope of Work) of the Contract with Attachment A-1 (Scope of Work), to delete and replace Attachment B (Compensation and Invoicing) of the Contract with Attachment B (Compensation and Invoicing), and to delete and replace Attachment C-2 (Revised Pricing) of the Contract with Attachment C-3 (Pricing) to update the Contract's pricing.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of two years, effective January 1, 2025, through December 31, 2026, in an amount not to exceed \$5,000,000 for this renewal period, for a new cumulative contract total amount not to exceed \$12,500,000.
2. Attachment A (Scope of Work) of the Contract is deleted in its entirety and replaced with Attachment A-1 (Scope of Work).
3. Attachment B (Compensation and Invoicing) of the Contract is deleted in its entirety and replaced with Attachment B-1 (Compensation and Invoicing).

4. Attachment C-2 (Revised Pricing) of the Contract is deleted in its entirety and replaced with Attachment C-3 (Pricing).

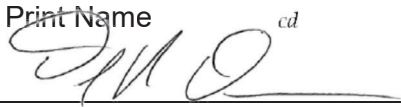
This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms and conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Hologic Sales and Service, LLC**

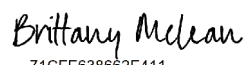
Douglas Donovan	VP, US Sales, Diagnostic Solutions
_____ Print Name <sup>cd</sup> *	_____ Title
 _____ Signature	_____ 9/25/2024 _____ Date

_____ Print Name	_____ Title
_____ Signature	_____ Date

County of Orange, a political subdivision of the State of California  
Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Deputy Purchasing Agent Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
Signed by:  _____ 71CFE638662E411...	_____ 9/25/2024 _____ Date

\*Hologic's signature is contingent upon Customer signing this Agreement and returning to Hologic by 12/31/2024.

## ATTACHMENT A-1

### SCOPE OF WORK

#### I. **BACKGROUND**

The Orange County Public Health Laboratory (OCPHL) currently offers Chlamydia trachomatis (CT), Neisseria gonorrhoea (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. OCPHL tests approximately 20,000 patient specimens per year for Chlamydia and Gonorrhea by NAAT, 2,500 for HIV VL, 800 HCV VL, 500 Trichomonas and 36,000 COVID-19. 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 (EUA in the case of the Aptima SARS-CoV-2 test kits), all necessary ancillary products and instrumentation for processing and detection of Chlamydia, Gonorrhoea, HIV, HCV, Trichomonas, and COVID-19 by molecular amplification technologies. In December 2020, OCPHL purchased a Panther Fusion module to accommodate additional tests for COVID-19 and Influenza A, B, and RSV. OCPHL will add several new tests to the existing automated systems (Panther and Panther Fusion). The tests to be added are; Fusion SARS-CoV-2 and Fusion Flu A/B/RSV for COVID-19 and Influenza detection, respectively.

#### II. **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%.
2. HIV-1 Viral Load assay
  - a. Limit < 20 copies/mL
  - b. Specimen type to include plasma, collected in Plasma Preparation Tube (PPT), Acid Citrate Dextrose (ACD), and Ethylenediaminetetraacetic acid (EDTA).
  - c. 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 cause by Trichomonas vaginalis by nucleic acid amplification.

##### B. **Instrument Specification Requirements:**

1. Reagent rental for CT/GC NAAT, HIV-1 quantitative assay, HCV quantitative, and Trichomonas.
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 bar codes to order tests.
9. Minimal pre and post test maintenance procedures.

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

1. Contractor shall have the capability to interface with Cerner Millennium Panther applications with capability to read Cerner bar code on patient sample tubes.

**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 or decrease 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. Notwithstanding the foregoing, SARS-CoV-2 assays and related product shipments shall depend on availability and shall not be subject to any minimum purchase requirement or exclusively purchase requirement set forth in this Contract, if any. Given the rapidly escalating worldwide demand for SARS-CoV-2 testing, Contractor is unable to provide specific dates for delivery nor commit to any quantity for the SARS-CoV-2 assay and therefore County cannot commit to any minimum purchase or exclusive purchase requirement. 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. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.**

**ATTACHMENT B-1**  
**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$12,500,000 for the Term of Contract.

The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment C-Pricing

3. **Price Increase/Decreases:** No price increases will be permitted during the initial Contract term. County requires documented proof of cost increases on Contracts prior to any price adjustment after the initial Contract term. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit.
4. **Firm Discount and Pricing Structure:** Intentionally Omitted.
5. **Contractor's Expense:** Contractor is 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.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship to address or emailed to hcaap@ochca.com, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) calendar days after receipt of an invoice that is an approved invoice for products and/or services delivered in accordance with the terms set forth herein.

Billing must cover only products and/or services not previously invoiced. Contractor shall replace products that do not conform to published product specifications or are not received by Contractor or credit County when services are not provided as per the Panther Fusion Maintenance statement of work specified in Attachment C-Pricing .

Payments made by County shall not preclude the right of 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 products or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and include the following information:
- a. Contractor's name and address
  - b. Contractor's remittance address
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement (MA) or Purchase Order (PO) number
  - g. Agency/Department's Account Number, if applicable
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

The responsibility for providing invoices to County for payment in accordance with the invoice instructions stated in this Contract rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be emailed to [hcaap@ochca.com](mailto:hcaap@ochca.com) or forwarded to:

Orange County Health Care Agency  
Accounts Payable  
PO Box 689  
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer):** County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.



**ATTACHMENT C-3****PRICING****REAGENT AND SPECIMEN COLLECTION KITS FOR THE DETECTION OF INFECTIOUS AGENTS:**

<b>LINE NO.</b>	<b>PRODUCT#</b>	<b>DESCRIPTION</b>	<b>PRICE/KIT</b>
1	301040	APTIMA Urine Collection Device 50/kit	\$ 62.50
2	301041	APTIMA Swab Collection Device 50/kit	\$ 62.50
3	302101	Bleach Enhancer/Cleaning Kit	\$ 75.00
4	PRD-05576	APTIMA Combo 2 assay, 100-Test <b>Kit</b> , Panther	\$ 927.00
5	303085	Lbld, Advanced Cleaning Solution, 255ml	No Charge
6	PRD-05571	APTIMA Combo 2, assay 250-Test Kit, Panther	\$ 2,317.50
7	303096	Run Kit, Panther	No Charge
8	501616	Spare Caps, 30ml Tube (501213) Diagnostics	\$ 87.50
9	CL0040	Caps, TCR/SEL. (CL0038) Diagnostics	\$ 65.00
10	CL0041	Spare Caps, Recon AMP & Probe, APTIMA, 100 caps/bag	\$ 75.00
11	303537	APTIMA TRICH; 250 Panther US V2	\$ 1,500.00
12	303536	APTIMA TRICH ; 100 Panther US V2	\$ 600.00
13	PRD-03565	Kit, Aptima HIV-1 Quant Assay (Panther)	\$ 3,500.00
14	PRD-03705	Aptima HCV Quant Dx Assay Kit (Hybrid) - see Attachment D	\$ 4,500.00
15	PRD-03546	Aptima Multi-Test Swab Collection Kit	\$ 62.50
16	301154C	Kit, APTIMA LPT-IVD Sales BOM	\$ 120.00
17	105575	APTIMA Urine Collection Tubes	\$ 120.00
18	105668	Kit, Penetrable Caps	No Charge
19	501604	Spare Caps, PP, 60ml , TCR APTIMA 2x50	No Charge
20	301110	APTIMA CT/GC Cntrls Kit (1 tray) IVD	No Charge
21	302807	Kit, Controls, ATV, 250	No Charge
22	504415	Transport Tube Cap	\$ 10.00

23	PRD-03503	Aptima Specimen Diluent	\$ 260.00
24	PRD-03654	Aptima Specimen Diluent Kit	\$ 300.00
25	FAB-18184	Specimen Aliquot Tubes	\$30.00
26	PRD-07401	SARS/Flu A/B/RSV Controls, Fusion IVD	\$230.00
27	PRD-07400	SARS/Flu A/B/RSV Reagent Cartridges, Fusion IVD	\$3,840.00
28	PRD-07152	SARS/FLU A/B/RSV PANEL B, FUSION	\$250.00
29	PRD-07788	RespDirect Kit, US	\$200.00
30	MISCELLANEOUS CLAUSE: 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.		

Product Number	Product Description	Kit Size	Price/Kit
PRD-04303	KIT, DNA/RNA enzyme cartridge, 96 reagent	96	\$1,920.00
PRD-06419	Aptima SARS-CoV-2 Assay, 250 Test Kit	250	\$6,500.00
PRD-04328	Kit, Flu A/B/RSV Reagent Cartridges 96-Test Fusion	96	\$2,400.00

Product Number	Product Description	Kit Size	Price
PRD-04335	Fusion Fluids - Oil Reagent (1920 Tests)		No Charge
PRD-04333	Fusion Fluids - Recon Buffer (1920 Tests)		No Charge
PRD-04334	Fusion Fluids - Elution Buffer (2400 Tests)		No Charge
PRD-04331	Panther Fusion Extraction Reagent-S Box		No Charge
PRD-04332	Panther Fusion Internal Control Envelope		No Charge
PRD-04339	Panther Fusion Specimen Lysis Tubes		\$125.00
PRD-04000	Panther Fusion Tube Trays Box		No Charge
PRD-04304	Kit, Oil Reagent		No Charge
PRD-04305	Open Access Pack, Fusion		No Charge
PRD-04311	Primer/Probe Tubes, Open Access, Fusion		No Charge
PRD-04312	Primer/Probe Caps, Open Access, Fusion		No Charge
PRD-03455	Panther Run Kit for Real Time Assays	5000	No Charge
PRD-04423	SPECIMEN TRANSPORT MEDIUM 80mL		\$100.00
PRD-06997	Hologic Direct Load Tube Collection Kit (100/kit)	100	\$300.00
PRD-06420	SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD		\$230.00

PRD-04336	FLU CONTROLS, FUSION, CE IVD		\$0.00
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<b>EXISTING EQUIPMENT (already onsite)</b>			
303095	PANTHER Unit: Two (2) - Two (2) Panther units (Serial # 2090000411 & 2090002487) are already on site.	2	Included in RRA
ASY-07548	Fluorometer Upgrade Unit Two (2)-already on site	1	Included in RRA
PRD-03488	General Purpose Tube Rocker , 120V -already on site	1	Included in RRA
PRD-04173	PANTHER FUSION MODULE (SN# 2101000459 and fused to 2090002487- already on-site)	1	\$95,000.00
PRD-05847	Panther Upgrade Continuous Fluid and Waste Module	1	\$25,000
PRD-05844	Panther Upgrade Continuous Fluid and Waste Module + MTU Expansion Module	1	\$59,500
PRD-06119	Panther Link Base Configuration	1	\$13,000
PRD-06120	Panther Link Connection	2	\$10,000
PRD-06121	Panther Link Display	1	\$5,000

<b>EQUIPMENT UPGRADE AND EXPANSION (to be shipped upon execution of this Amendment No. 3):</b>			
ASY-13105	PANTHER UPGRADE MTU EXPANSION MODULE ( )	1	\$34,500
PRD-04173	PANTHER FUSION MODULE (new to be fused to 2090000411)	1	\$95,000
PRD-06304	MY ACCESS LAPTOP, 14IN - USER READY		Included in RRA

Miscellaneous related Laboratory Equipment and Supplies are authorized to be purchased under this Contract upon approval of County's Project Manager or Designee.

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 Contractor's Applied Science Division.

Shipping Charges of Drop Ship Charges (items shipped to County Directly from Manufacturer): These standard shipping charges are to be prepaid by Contractor and allowed.

There shall be no shipping cost for additional fees charged to County for items being returned, for Expired, short lot number, or incorrectly shipped to County. Contractor shall provide replacement

for items returned. Return shipping cost are the responsibility of Contractor.

\*U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Panther Fusion® SARS CoV-2 Assay on the Panther Fusion System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Panther Fusion SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Panther Fusion SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Panther Fusion SARS CoV-2 Assay is only available for sale and use while the EUA is in effect. Contractor reserves the right to discontinue the Panther Fusion SARS CoV-2 Assay product at any time.

The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Aptima SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Aptima SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Aptima SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Contractor reserves the right to discontinue the Aptima SARS CoV-2 assay product at any time.

**Quantitative Viral Load Assay Pricing**

Product Category	Product #	Description	Quantity of Tests per Kit	(A) Estimated Annual Test Results (Quantity of Test Results per Annual Period)	(B) Annual Minimum Tests Purchased (Quantity of Purchased Kits per Annual Period)	(C) Annual Maximum Number of No Charge Kits (Quantity of No Charge Kits per Annual Period)	Price per Purchased Kit
HCV Quant Dx Tests	PRD-03705	Aptima HCV Quant Dx, Kit	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.

**Panther system Maintenance:**

Contractor shall provide repair service for the equipment listed below:

EQUIPMENT/PRODUCT #	SERIAL #	SERVICE TYPE	ANNUAL COST
902615	2090000411	PANTHER PLUS LINK STANDARD PLUS (YR 2025)	\$30,500.00
902615	2090000411	PANTHER FUSION PLUS STANDARD PLUS (YR 2026)	\$34,000.00
902615	2090002487	PANTHER FUSION STANDARD PLUS (YRS 2025 & 2026)	\$68,000.00 (\$34,000 EA)
Subtotal			\$132,500.00
Discount and Allowances			(\$117,000.00)
Total Annual Cost			\$15,500.00

	Panther Plus Link STD Plus	Panther Fusion Plus LinkSTD Plus
Technical Phone Support	24/7	24/7
Pro360 Remote Support	24/7	24/7
On-site Service (with Pro360)	On-Site within 24 hrs.*	On-Site within 24 hrs.*
Business Review	\$6,500/each	\$6,500.00/each
On-Site Application Service	On-Site within 48 hrs.*	On-Site within 48 hrs.*

Workflow Assessment	\$10,000	\$10,000
Pro360 & LIS Updates	2x per system*	2x per system*
Customer Care Call	2x per year*	2x per year*
Preventive Maintenance	1x per year*	1x per year*
Assay Verification Support	\$6,500	\$6,500
Additional Operator Training	\$6,500	Included (1 per year)
Factory Authorized Updates/Modification	Included	Included
System Relocation	\$500/hr. plus transportation costs, if applicable (4 hrs. min) * after hrs./wknds \$850/hr. (4 hr. min)	\$500/hr. plus transportation costs, if applicable (4 hrs. min) * after hrs./wknds \$850/hr. (4 hr. min)
Purchased System	\$30,500 per year	\$34,000 per year
<b>Reagent Rentals</b>	<b>\$3,500 per year</b>	<b>\$4,000 per year</b>

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

**Limited Warranties and Exceptions for the Panther and Panther Fusion Maintenance**

1. Contractor warrants that the Panther and Panther Fusion 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 service fee of the Panther Standard Plus and Panther Fusion Standard Plus service plans increased when the warranty of the Panther Plus upgrades expired. Pricing will be effective after an amendment has been signed by both Parties acknowledging price changes.