

## Contract Summary Form

GEN-PROBE SALES & SERVICE, INC.

### SUMMARY OF SIGNIFICANT CHANGES

1. Article B, Entire Contract - modified and approved, Page 3;
2. Article D, Taxes – modified and approved, Page 3;
3. Article E, Delivery - modified and approved, Page 3;
4. Article F, Acceptance Payment – modified and approved, Page 4;
5. Article G, Warranty – modified and approved, Page 4;
6. Article H, Patent/Copyright Materials/Propriety Infringement – modified and approved, Page 4;
7. Article I, Assignment – modified and approved, Page 5;
8. Article J, Non-Discrimination, modified and approved, Page 6;
9. Article M, Performance Warranty – modified and approved, Page 6;
10. Article N, Insurance Requirements – modified and approved, Page 6;
11. Article P, Change of Ownership/Name, Litigation Status, Conflicts with County Interests – modified and approved, Page 9;
12. Article Q, Force Majeure – modified and approved, Page 10;
13. Article R, Confidentiality – modified and approved, Page 10;
14. Article S, Compliance with Law - modified and approved, Page 10;
15. Article F, Freight – modified and approved, Page 10;
16. Article X, Employee Eligibility Verification – modified and approved, Page 11;
17. Article Y, Indemnification – modified and approved, Page 11;
18. Article Z, Audits/Inspections – modified and approved Page 12;
19. Article AA, Contingency of Funds – modified and approved, Page 12;
20. Article BB, Expenditure Limit - modified and approved, Page 13;
21. Article 1, Scope of Work – Modified and approved, Page 13;
22. Article 2, Term of Contract – Modified and approved, Page 13;
23. Article 3, Breach of Contract – modified and approved, Page 13;
24. Article 5, Conflict of Interest – County Personnel – modified and approved, Page 14;
25. Article 6, Contractor's Project Manager and Key Personnel – modified and approved, Page 14;
26. Article 7, Contractor's Record - modified and approved, Page 14;
27. Article 9, DATA – Title to – modified and approved, Page 15;
28. Article 10, Default – Reprocurement Cost – modified and approved, Page 15;
29. Article 12, Drug-Free Workplace – modified and approved, Page 16;
30. Article 13, Emergency/Declared Disaster Requirements – modified and approved, Page 18;
31. Article 19, Termination – modified and approved, Page 20;

- 32. Article 20, Usage – modified and approved, Page 21;
- 33. Article 21, Usage Reports – modified and approved, Page 21;
- 34. Article 22, Promotional/Advertisement – modified and approved, Page 21;
- 35. Article 23, Subcontracting - modified and approved, Page 21;
- 36. Article 25, Debarment – modified and approved, Page 22;
- 37. Article 28, Gratuities – modified and approved, Page 22;
- 38. Article 30, Use Restrictions- Contractor's insertion, reviewed and approved, Page 23;
- 39. Article 31, Limit of Liability - Contractor's insertion, reviewed and approved, Page 23;

### SUBCONTRACTORS

**This contract does not currently include subcontractors or pass through to other providers.**

### CONTRACT OPERATING EXPENSES

The fees for the term shall be:

#### REAGENT AND SPECIMEN COLLECTION KITS FOR THE DETECTION OF INFECTIOUS AGENTS:

LINE NO.	PRODUCT#	DESCRIPTION	PRICE/KIT
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	302923	APTIMA Combo 2, 100-Test <b>Kit</b> , Panther	\$ 927.00
5	303085	Lbld, Advanced Cleaning Solution, 255ml	No Charge
6	303094	APTIMA Combo 2, 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 Cntrl Kit (1 tray) IVD	No Charge
21	302807	Kit, Controls, ATV, 250	No Charge
<b>LINE NO.</b>	<b>PRODUCT#</b>	<b>DESCRIPTION</b>	<b>PRICE/KIT</b>
22	503762	Specimen Aliquot Tubes (SAT)	\$ 30.00
23	504415	Transport Tube Cap	\$ 10.00
24	<b>PRD-03503</b>	Aptima Specimen Diluent	\$ 260.00
25	PRD-03654	Aptima Specimen Diluent Kit	\$ 300.00
26	303095	PANTHER Unit: Two (2) - Two (2) Panther units (Serial # 2090000411 & 2090002487) are already on site.	\$ 0.00
27	ASY-07548	Fluorometer Upgrade Unit Two (2)-already on site	\$ 0.00
28	<b>PRD-03488</b>	General Purpose Tube Rocker , 120V -already on site	\$ 0.00
29	<b>PRD-04173</b>	PANTHER FUSION MODULE	\$95,000

Product	Annual Test Volume	Test Price*
Flu A/B/RSV assay	3,000	\$25.00
Panther Fusion SARS-CoV-2 Assay	13,000	\$8.00
Open Access	13,000	\$20.00
Aptima SARS-CoV-2 Assay	36,000	\$26.00

\*Gen-Probe Hologic does not sell individual tests. Please see table below for kit sizes and prices.

Product Number	Product Description	Kit Size	Price/Kit
PRD-04328	KIT, FLU A/B/RSV REAGENT CARTRIDGES, 96-TEST, FUSION	96	\$2,400.00
PRD-06391	Panther Fusion® SARS-CoV-2 Primer Probe Reagent Mix	160	\$1,280.00
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

Non-Committed items available to you at the prices listed below include the following:

Product Number	Product Description	Kit Size	Price
PRD-04336	KIT, FLU A/B/RSV CONTROLS, FUSION		No Charge
PRD-06420	Aptima SARS-CoV-2 Assay Controls		\$230.00

PRD-04479	PANTHER FUSION STARTUP KIT		No Charge
PRD-06404	Panther Fusion® SARS-CoV-2 Controls		\$230.00
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-06660	Hologic Specimen Lysis Tube, Solid Cap (1,200/bag)	1,200	\$1,500.00
PRD-06554	HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP, (100 tubes per bag)		\$125.00
PRD-04423	SPECIMEN TRANSPORT MEDIUM 80mL		\$100.00
PRD-06997	Hologic Direct Load Tube Collection Kit (100/kit)	100	\$300.00
PRD-06952	Direct Load Capture Cap Collection Kit-FLOQ Swab (100/kit)	100	\$300.00
<b>EQUIPMENT UPGRADE AND EXPANSION (to be shipped as of the execution of this Contract):</b>			
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

**Please note:** Product shipments of SARS-CoV-2 testing and related products shall depend on availability. Given the rapidly escalating worldwide demand for SARS-CoV-2 testing, Hologic is unable to provide specific dates for delivery. Upon receipt of a Purchase Order, your Hologic team will provide the latest information available and collaboratively work on a potential timeline for delivery.

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 the Contractor's Applied Science Division.

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

There shall be no shipping cost for additional fees charged to the 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 the 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. Hologic 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. Hologic 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 Contract)	(B) Annual Minimum Tests Purchased (Quantity of Purchased Kits per Contract)	(C) Annual Maximum Number of No Charge Kits (Quantity of No Charge Kits per Contract)	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.

**Panther system Maintenance:**

Contractor shall provide repair service for the equipment listed below:

EQUIPMENT/PRODUCT #	SERIAL #	SERVICE TYPE	ANNUAL COST
902615	2090000411	PANTHER STANDARD PLUS	\$24,500.00
902615	2090002487	PANTHER FUSION STANDARD PLUS	\$28,000.00
Subtotal			\$52,500.00
Discount and Allowances			(\$46,000.00)
Total Annual Cost			\$6,500.00

	<b><u>Panther STD Plus</u></b>	<b><u>Panther Fusion STD Plus</u></b>
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	\$6,000/each	1 per year
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	\$6,000	\$6,000
Additional Operator Training	\$6,000	Included (1 per year)
Factory Authorized Updates/Modification	Included	Included
System Relocation	\$450/hr. plus transportation costs, if applicable (4 hrs. min) * after hrs./wknds \$750/hr. (4 hr. min)	\$450/hr. plus transportation costs, if applicable (4 hrs. min) * after hrs./wknds \$750/hr. (4 hr. min)
Purchased System	\$24,500 per year	\$28,000 per year
<b>Reagent Rentals</b>	<b>\$3,000 per year</b>	<b>\$3,500 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 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.