



## Amendment No. 2

Customer Name ("CUSTOMER")	Customer Number	PURCHASE ORDER NUMBER
COUNTY OF SAN MATEO	159334	
Contact Name	Contact Phone Number	Contact Email
Morris Jones	650-573-3499	mjones@smcgov.org
Bill To Address	Ship To Address	Hologic Representative
COUNTY OF SAN MATEO 225 W 37TH AVE SAN MATEO, CA US 94403	COUNTY OF SAN MATEO 225 W 37TH AVE SAN MATEO, CA US 94403	Amy Jones amy.jones@hologic.com (628) 254-4176

This amendment "Amendment" to that certain Reagent Purchase and Equipment Rental Agreement dated **12/4/2018** ("Agreement") between Hologic Sales and Service, LLC ("Hologic") and **COUNTY OF SAN MATEO** ("Customer") is by and between Hologic and Customer and is effective on the execution date by Hologic ("Amendment Date"). Hologic and Customer are collectively referred to herein as the "Parties."

WHEREAS, the Parties are desirous of amending the Agreement.

NOW THEREFORE, in consideration of the agreements, mutual representations and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effective September 23, 2022, Gen-Probe Sales and Service, Inc. merged with and into Hologic Sales and Service, LLC, a wholly owned subsidiary of Hologic, Inc. By virtue of this internal merger, Gen-Probe Sales and Service, Inc. has ceased to exist as a separate legal entity and all of its rights and obligations, including those set forth in the Agreement, have been assumed, by operation of law, by Hologic Sales and Service, LLC. As of September 23, 2022, all references in the Agreement to Gen-Probe Sales and Service, Inc. shall refer to Hologic Sales and Service, LLC.
2. The Parties agree to extend the Term of the Agreement for thirty six (36) months beginning on December 13, 2023. The new expiration date is December 12, 2026.
3. As of the Amendment Date, the Agreement shall be amended as follows.

Trich

- Commitment Period: Annually
- Number of Committed Tests: 800
- Price Per Test: \$6.00

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
303536	KIT, ATV-V2, 100T	\$600.00	Yes	Commitment Change
303537	KIT, ATV-V2, 250T	\$1,500.00	Yes	

Aptima SARS-CoV-2

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
PRD-06419	SARS-COV-2 ASSAY, APTIMA, 250-TEST, EUA, CE IVD	\$6,500.00	No	Price Change

Open Access

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
PRD-04303	OPEN ACCESS CARTRIDGES, 96-TEST, RNA/DNA ENZ	\$1,920.00	No	New Product

HIV-1 Quant

- Commitment Period: Annually
- Number of Committed Tests: 1,000
- Price Per Test: \$40.00

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
PRD-03565	HIV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD	\$4,000.00	Yes	Price Change

HCV Quant

- Commitment Period: Annually
- Number of Committed Tests: 1,000
- Price Per Test: \$40.00

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
PRD-03705	HCV QUANT ASSAY, APTIMA, 100-TEST, US IVD	\$4,000.00	Yes	Price Change

Aptima Mycoplasma Genitalium

- Commitment Period: Annually
- Number of Committed Tests: 1,200
- Price Per Test: \$12.00

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
PRD-03919	M GEN ASSAY, APTIMA 100T, WITH CALIBRATORS INCLUDED	\$1,200.00	Yes	Commitment Change

Collection Devices

- Commitment Period: Annually
- Number of Committed Tests: 17,000
- Price Per Test: \$1.25

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
301040	KIT, APTIMA CMB2URINE SPEC COLL	\$62.50	Yes	Commitment Change
301041	KIT, UNISEX SPEC COLL, APTIMA	\$62.50	Yes	
PRD-03546	BOX OF SPECIMEN COLLECTION KITS, MULTITEST SWAB (IVD)(50 PK)	\$62.50	Yes	

Non-Committed

Product Number	Product Description	Price/Kit	Included In Commitment	Change Type
105575	APTIMA URINE COLLECTION TUBES	\$120.00	No	New Product
PRD-06232	EXTRACTION REAGENTS - B, FUSION, IVD	\$0.00	No	New Product
PRD-06234	INTERNAL CONTROL -B, FUSION, IVD	\$0.00	No	New Product
PRD-04000	PANTHER FUSION TUBE TRAYS	Included	No	New Product
PRD-04335	OIL PACK, FUSION, CE-IVD	\$0.00	No	New Product
PRD-04333	RECON BUFFER I, FUSION, CE IVD	\$0.00	No	New Product
PRD-04332	INTERNAL CONTROL -S, FUSION, CE IVD	\$0.00	No	New Product
PRD-04331	EXTRACTION REAGENTS - S, FUSION, CE IVD	\$0.00	No	New Product
PRD-04334	ELUTION BUFFER, FUSION, CE IVD	\$0.00	No	New Product
PRD-04940	M GEN CONTROLS, APTIMA	\$0.00	No	New Product
PRD-04305	OPEN ACCESS PACK, FUSION	\$0.00	No	New Product
ASY-10712	KIT, OPEN ACCESS PACK, FUSION	\$0.00	No	New Product
PRD-04311	PRIMER/PROBE TUBES, OPEN ACCESS, FUSION	\$0.00	No	New Product
PRD-04312	PRIMER/PROBE CAPS, OPEN ACCESS, FUSION	\$0.00	No	New Product
PRD-06304	MY ACCESS LAPTOP, 14IN - USER READY	\$0.00	No	New Product
PRD-06723	HOLOGIC SOLID CAPS (BAG OF 1000)	\$75.00	No	New Product
PRD-06850	CAP, HOLOGIC FLANGE CAP (1000 CAPS PER BAG)	\$75.00	No	New Product
PRD-03455	PANTHER RUN KIT FOR REAL TIME ASSAYS	\$0.00	No	New Product

4. As of the Amendment Date, all provisions in the Agreement related to Equipment shall be deleted in their entirety and replaced with the following Equipment table(s):

Equipment

Product #	Description	Unit Price	Existing Contracted	Serial #	Quantity to Ship
303095	PANTHER INSTRUMENT SYSTEM, DX	Included	1	2090000902	0
ASY-07548	Fluorometer Upgrade	Included	1	121669	0
PRD-04173	PANTHER FUSION MODULE UPGRADE	Included		2090000902	1


**Additional Terms:**

- The Equipment listed to be shipped above will be shipped FOB Destination. Applicable approximate shipping and handling charges for the Equipment and components are included.
- Panther Fusion module and system shipments shall depend on unit availability. Given the rapidly escalating worldwide demand for Panther Fusion systems and upgrades, Hologic is unable to provide specific dates for delivery and installation at this time. Upon receipt of a Purchase Order, your Hologic Team will provide the latest information available and collaboratively work on a potential timeline for delivery and installation.
- **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.
- 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.

5. The Parties expressly agree that there are no other understandings, writings or discussions related to the subject matter hereof other than the Agreement and this Amendment. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms as stated therein, but, to the extent of such modification, the provisions of this Amendment shall supersede those of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to the Agreement to be executed by their fully authorized representative.

**Accepted and agreed to:**

Customer (by its authorized representative)		Hologic Sales and Service, LLC (by its authorized representative)	
			
Name	Title	Jennifer Schneiders	
		VP, Diagnostic Lab Solutions	5/5/2023
Signature	Date	Signature	Date

**The offer contained in this Agreement is null and void if this Agreement is not executed by Customer (and returned to Hologic) on or before 6/30/2023 ("Offer Expiration Date"), or accepted by Hologic as indicated by Hologic's signature above.**

**PLEASE FAX OR EMAIL COMPLETED AND SIGNED AGREEMENT TO [nationalcontracts@hologic.com](mailto:nationalcontracts@hologic.com) OR (844) 749-3816**