

AMENDMENT 1 TO BD ACQUISITION AGREEMENT

This First Amendment ("Amendment") is by and between Becton, Dickinson and Company, a company established pursuant to the laws of New Jersey through its BD Life Sciences – Integrated Diagnostic Solutions business unit ("BD"), with offices at 1 Becton Drive, Franklin Lakes, New Jersey 07417 and Santa Cruz County Health Service Agency ("Customer").

WHEREAS, BD and Customer (collectively, the "Parties") entered into a BD Acquisition Agreement [PACFD14269_03/20/2020_SC], with an Effective Date of March 23, 2020, ("Agreement");

WHEREAS, the Agreement is currently set to expire on March 22, 2025;

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, Customer and BD agree as follows:

- Equipment.** Exhibit A. Section 1. (Equipment) is hereby deleted in its entirety and replaced with the following:

Equipment Description	SKU	Unit Qty	Acquisition Method
Instrument BD MAX Clinical	441916	1	Cash
Instrument BD MAX Clinical (CT1639)	441916	1	Customer owned and onsite
Prewarm Lysis Heater	443159	1	Cash
Prewarm Lysis Heater	443159	1	Customer owned and onsite
BD Assurity Linc	443974	1	Included

- Consumable Purchase Requirements.** Exhibit A. Section 3. (Consumable Purchase Requirements) is hereby deleted in its entirety and replaced with the following:

Consumable Description	SKU/CAT#	Annual Unit Commitment	Total Unit Commitment	Unit Pricing	Case/Kit Pricing
BD MAX Enteric Bacterial Panel	442963	93	465	\$35.00	\$840.00
BD MAX Enteric Parasite Panel	442960	150	750	\$39.00	\$936.00
BD MAX CT/GC/TV	442970	1,000	5,000	\$15.50	\$372.00
BD MAX ExK TNA3	442827	As needed	As needed	\$11.25	\$270.00
BD MAX UVE Specimen Collection Kit	443376	As needed	As needed	\$2.00	\$200.00
BD MAX PCR Cartridge	437519	As needed	As needed	\$0.32	\$184.32
BioGX SARS-CoV-2	444213	As needed	As needed	\$30.00	\$720.00
BioGX SARS-CoV-2 RNA Controls	444214	As needed	As needed	\$96.00	\$1,152.00

- Service.** Exhibit A. Section 2. (Service) is hereby deleted in its entirety and replaced with the following:

Instrument Description	Service Plan	Unit Qty.	Annual Cost Per Unit	Total Annual Cost	Total Term Cost
BD MAX Instrument	Comprehensive	2	\$8,500.00	\$17,000.00	\$68,000.00

- Additional Terms and Conditions.** Exhibit A. Section 6. (Additional Terms and Conditions) is hereby amended to add the following:

5. This Amendment must be fully executed by both parties before September 1, 2020, or it shall be null and void.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on the date(s) set forth below, the latter of which shall be the "Effective Date" of this Amendment..

CUSTOMER: Santa Cruz County Health Service Agency.
Address: 1080 Emeline Ave. Bldg. D
Santa Cruz, CA 95060

BD: Becton, Dickinson and Company, through its BD Life Sciences – Integrated Diagnostic Solutions business unit
7 Loveton Circle
Sparks, MD 21152
www.bd.com

Agreed to By: *Amy Peeler*
Print Name: Amy Peeler
Print Title: Chief of Clinic Services
Date: 7/13/20

Agreed to By: _____
Print Name: _____
Print Title: _____
Date: _____