



County of Santa Clara

Office of the County Executive
Procurement Department

150 W Tasman Drive First Floor
San Jose, CA 95134

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FIRST AMENDMENT TO AGREEMENT 5500002881 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND CARDINAL HEALTH 200 LLC

This is the First Amendment to the Agreement between the County of Santa Clara (“County”) and Cardinal Health 200, LLC (“Contractor” or “Cardinal”) entered into on October 1, 2017 to provide Laboratory goods for the County.

WHEREAS, on January 1, 2021, County designated Vizient Supply, LLC (“Vizient”) as its Primary Group Purchasing Organization.

WHEREAS, the parties desire to enter into this First Amendment make additional changes to the Agreement as set forth herein;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

This Agreement is amended as follows effective February 12, 2021:

1. **AUTHORIZED USERS** set forth under **KEY PROVISIONS** is revised to read:

“County of Santa Clara Health System including, but not limited to, the following locations,

Santa Clara Valley Medical Center
751 South Bascom Avenue
San Jose, CA 95128

St. Louise Regional Hospital
9400 No Name Uno
Gilroy, CA 95020

O’Connor Hospital
2105 Forest Avenue
San Jose, CA 95128

Medical Examiner/Coroner
850 Thornton Way
San Jose, CA 95128

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

EXHIBIT B-1 PRICE SUMMARY

All pricing below shall be firm for period January 1, 2021 through December 31, 2021. Pricing shall be subject to a one-time five percent (5%) increase for the period from February 1, 2022 through September 30, 2022. Price listed below are based upon FOB Destination, freight prepaid and allowed, Contractor responsible for freight for standing orders only. No additional costs, other than those set forth herein, will be incurred to the County to meet the specification and requirements of this Agreement. County does not commit any minimum purchase quantity to any item listed below.

Reagents

Item Number	Description	UOM	Tests/UOM	Price
SP6801042	REAGT- MYOGLOBIN 100T	PK	100	\$ 145.47
SP1387000	REAGT- FREE T4 100T	EA	100	\$ 52.87
SP1912997	REAGT- TSH 100T	EA	100	\$ 91.64
SP6842781	HIV Combo/100 wells	EA	100	\$ 315.00
SP6802220	REAGT- B-HCG II 100T	BX	100	\$ 96.22
SP8356636	REAGT- FERRITIN 100T	EA	100	\$ 59.85
SP6802301	REAGT- TROPONIN I 100T	BX	100	\$ 229.09
SP6802156	REAGT- NT-PROBNP 100T	EA	100	\$ 963.89
SP6801925	REAGT- ANTI-HBS 100T	PK	100	\$ 230.08
SP6801322	REAGT- HBSAG 100T	PK	100	\$ 221.48
SP6801325	REAGT- ANTI-HCV 100T	EA	100	\$ 377.65
SP6801425	REAGT- ANTI-HBC IGM 52T	PK	52	\$ 167.29
SP6801812	REAGT- ANTI-HAV IGM 100T	EA	100	\$ 293.13
SP6802892	REAGT- IPTH 100T	BX	100	\$ 275.82
SP8196057	RGT- ALBUMIN/5 PACK/250 SLDS	PK	250	\$ 18.17
SP1053180	RGT- ALKP/5 PACK/300 SLDS	PK	300	\$ 21.80
SP6844288	ALTV FOR VITROS	EA	300	\$ 21.80
SP8433815	RGT- AST/5 PACK/300 SLDS	PK	300	\$ 21.80
SP8383051	RGT- BUBC/5 PACK/300 SLDS	PK	300	\$ 28.38
SP1450261	RGT- CALCIUM/5 PACK/300 SLDS	PK	300	\$ 21.80
SP1669829	RGT- CHOLESTEROL/5 PK/300 SLDS	PK	300	\$ 28.38
SP8479396	RGT- CK/5 PACK/300 SLDS	PK	300	\$ 28.38
SP6801895	RGT- DIRECT HDL/5 PACK/300 SLDS	BX	300	\$ 191.90
SP8257289	RGT- GGT/5 PACK/250 SLDS	PK	250	\$ 136.58
SP8384489	RGT- LDH/5 PACK/250 SLDS	PK	250	\$ 23.65
SP1513209	RGT- PHOSPHORUS/5 PACK/300 SLDS	PK	300	\$ 28.38
SP8159931	RGT- TOT BILIRUBIN/5 PACK/300 SLDS	PK	300	\$ 21.80
SP8392292	RGT- TOTAL PROT/5 PACK/250 SLDS	PK	250	\$ 18.17
SP1336544	RGT- TRIGLYCERIDES/5 PACK/300 SLDS	PK	300	\$ 28.38
SP1943927	RGT- URIC ACID/5 PACK/300 SLDS	PK	300	\$ 28.38
SP8102204	RGT- BUN/5 PACK/300 SLDS	PK	300	\$ 21.80
SP6844471	RGT- CHLORIDE/CL-/5 PACK/250 SLDS	PK	250	\$ 18.17

Item Number	Description	UOM	Tests/UOM	Price
SP6802584	RGT- CREAT IDMS STD/5PK/300SLD	BX	300	\$ 21.80
SP8262396	RGT- CO2/5 PACK/300 SLDS	PK	300	\$ 21.80
SP1707801	RGT- GLUCOSE/5 PACK/300 SLDS	PK	300	\$ 21.80
SP8157596	RGT- POTASSIUM/K+/5 PACK/250 SLDS	PK	250	\$ 18.17
SP8379034	RGT- SODIUM/NA+/5 PACK/250 SLDS	PK	250	\$ 18.17
SP8097990	RGT- CRP/5 PACK/90 SLDS	PK	90	\$ 87.89
SP8208431	RGT- CSF PROTEIN/5 PACK/90 SLDS	PK	90	\$ 112.59
SP6800120	RGT- URINE PROTEIN/5 PACK/90 SLDS	PK	90	\$ 116.71
SP1726926	RGT- AMMONIA/5 PACK/90 SLDS	PK	90	\$ 99.45
SP1202670	RGT- AMYLASE/5 PACK/300 SLDS	PK	300	\$ 177.22
SP1515808	RGT- IRON/5 PACK/300 SLDS	PK	300	\$ 189.09
SP8433880	RGT- LACTATE/5 PACK/300 SLDS	PK	300	\$ 166.51
SP1668409	RGT- LIPASE/5 PACK/300 SLDS	PK	300	\$ 177.44
SP8255093	RGT- MAGNESIUM/5 PACK/300 SLDS	PK	300	\$ 28.38
SP1037274	RGT- ACET/5 PACK/90 SLDS	PK	90	\$ 104.01
SP8046872	RGT- ALCOHOL/5 PACK/90 SLDS	PK	90	\$ 81.94
SP8892382	RGT- CRBM/5 PACK/90 SLDS	PK	90	\$ 101.74
SP8343386	RGT- DIGOXIN/5 PACK/90 SLDS	PK	90	\$ 105.98
SP1632660	RGT- LITHIUM/5 PACK/90 SLDS	PK	90	\$ 104.63
SP8298671	RGT- PHENYTOIN/5 PACK/90 SLDS	PK	90	\$ 104.63
SP1314343	RGT- SALICYLATE/5 PACK/90 SLDS	PK	90	\$ 103.04
SP1307164	RGT- THEOPHYLLINE/5 PACK/90 SLDS	PK	90	\$ 92.57
SP6801740	RGT- MALB/6 PACK/300T	BX	300	\$ 334.40
SP6801741	RGT- PREALB/6 PACK/300T	BX	300	\$ 362.50
SP6801729	RGT- RF/6 PACK/300T	BX	300	\$ 371.57
SP6801767	RGT- TRANSFERRIN/6 PACK/300T	BX	300	\$ 336.55
SP6801711	RGT- GENTAMICIN/6 PACK/300T	BX	300	\$ 387.20
SP6801712	RGT- TOBRA/6 PACK/300T	BX	300	\$ 382.91
SP6801710	RGT- VALPROIC/6 PACK/300T	BX	300	\$ 392.65
SP6801709	RGT- VANCO/6 PACK/300T	BX	300	\$ 431.68
SP6801728	RGT- DLDL/6 PACK/600T	BX	600	\$ 336.29
SP6801739	RGT- HSCRIP/6 PACK/300T	BX	300	\$ 701.28
SP1988211	ALBUMIN/5 PACK/90 SLDS	PK	90	\$ 9.92
SP1655281A	ALT/5 PACK/250 SLDS	PK	250	\$ 27.55
SP1612365	BUBC/5 PACK/90 SLDS	PK	90	\$ 11.85
SP8478034	CK/5 PACK/90 SLDS	PK	90	\$ 11.85
SP6844430	LDHI/5 PACK/250 SLDS	PK	250	\$ 32.93
SP1921204	MAGNESIUM/5 PACK/90 SLDS	PK	90	\$ 11.85
SP8329930	TRIGLYCERIDES/5 PACK/90 SLDS	PK	90	\$ 11.85
SP8112724	AMYLASE/5 PACK/90 SLDS	PK	90	\$ 67.58
SP6802469	DIRECT HDL/5 PACK/90 SLDS	PK	90	\$ 84.60
SP1924547	IRON/5 PACK/90 SLDS	PK	90	\$ 81.00
SP8150112	LACTATE/5 PACK/90 SLDS	PK	90	\$ 67.58
SP8297749	LIPASE/5 PACK/90 SLDS	PK	90	\$ 67.58

Item Number	Description	UOM	Tests/UOM	Price
SP8168122	ACID PHOS/5 PACK/90 SLDS DISCONTINUED	PK	90	\$ 158.40
SP1721869	AMMONIA/5 PACK/300 SLDS	PK	300	\$ 450.42
SP1926740	CRP/5 PACK/250 SLDS	PK	250	\$ 372.65
SP6802216	ALPHA-1-ANTITRYSPIN RG BX/300T	BX	300	\$ 466.26
SP6802218	ANTI-STREPTOLYSIN RGT BX/300T	BX	300	\$ 466.26
SP6801737	ApoA1 REAGENT BOX/300T	BX	300	\$ 561.00
SP6801738	ApoB REAGENT BOX/300T	BX	300	\$ 466.26
SP6801735	C3 REAGENT BOX/300T	BX	300	\$ 466.26
SP6801736	C4 REAGENT BOX/300T	BX	300	\$ 466.26
SP1914605	CHOLINESTERASE/5 PACK/300 SLDS	PK	300	\$ 357.00
SP8004707	CHOLINESTERASE/5 PACK/90 SLDS	PK	90	\$ 107.10
SP6802001	dTIBC REAGENT BOX/300T	BX	300	\$ 466.26
SP6802214	HAPTPGLOBIN REAGENT BOX/300T	BX	300	\$ 466.26
SP6801732	IgA REAGENT BOX/300T	BX	300	\$ 466.26
SP6801733	IgG REAGENT BOX/300T	BX	300	\$ 466.26
SP6801734	IgM REAGENT BOX/300T	BX	300	\$ 466.26
SP6801713	CAFFEINE REAGENT/CAL BOX/200T	BX	200	\$ 524.00
SP8058232	CKMB/5 PACK/300 SLDS	PK	300	\$ 492.00
SP8001133	CKMB/5 PACK/90 SLDS	PK	90	\$ 147.60
SP6842905	VITROS HBA1C REAGENT KIT 300	KT	300	\$ 951.00
SP8318925	LITHIUM/5 PACK/300 SLDS	PK	300	\$ 413.64
SP4D019UL	PHENOBARB (EMIT)	PK	130	\$ 179.24
SP8221384	PHENOBARB/5 PACK DISCONTINUED	PK	90	\$ 124.09
SP8301764	THEOPHYLLINE/5 PACK/300 SLDS	PK	300	\$ 312.99
SP6801991	AMPHETAMINES REAG/300T	BX	300	\$ 338.43
SP6801988	BARBITUATES REAGENT/300T	BX	300	\$ 338.43
SP6801989	BENZODIAZEPINES REAG/300T	BX	300	\$ 338.43
SP6801995	COCAINE METABOLITE REAG/300T	BX	300	\$ 338.43
SP6801996	METHADONE REAGENT/300T	BX	300	\$ 338.43
SP6801997	OPIATES REAGENT/300T	BX	300	\$ 338.43
SP6801998	PHENCYCLIDINE REAG/300T	BX	300	\$ 338.43
SP6801994	THC REAG/300T	BX	300	\$ 338.43
SP6842956A	HOMOCYSTEINE REAGENT BOX/300T	BX	300	\$ 2,014.26
SP2440058	B-HYDROXBUTYRATE REAGENT KIT FOR VITROS	EA	240	\$ 458.40
SP6844291	ALTV-AST XT VITROS (300 MICROS	EA	300	\$ 66.12
SP6844292	TRIG-CHOL XT VITROS (300 MICROSLIDES)	EA	300	\$ 79.02
SP6844293	ALB-TP XT VITROS (250 MICROSLIDES)	EA	250	\$ 55.10
SP6844294	UREA-CREA XT VITROS (300 MICROSLIDES)	EA	300	\$ 66.12
SP6844295	GLU-CA XT VITROS (300 MICROSLIDES)	EA	300	\$ 66.12
SP6844296	TBIL-ALKP XT VITROS (300 SLIDES)	EA	300	\$ 66.12
SP373910	AMIKACIN VITROS 172 TESTS	KT	172	\$ 739.60
SP374686	LIDOCAINE VITROS 154 TESTS	KT	154	\$ 662.20
SP100147	CYCLOSPORINE VITROS 222 TESTS	KT	222	\$ 3,818.40

Item Number	Description	UOM	Tests/UOM	Price
SP380000	EVEROLIMUS VITROS 92 TESTS	KT	92	\$ 2,373.60
SP100276	MYCOPHENOLIC ACID VITROS 108 TESTS	KT	8	\$ 1,857.60
SP10015556	TACROLIMUS VITROS 110 TESTS	KT	110	\$ 1,892.00
SP10020849	BUPRENORPHINE II VITROS 401 TESTS	KT	401	\$ 1,207.01
SP100075	ECSTASY VITROS 783 TESTS	KT	783	\$ 2,356.83
SP100076	ECSTASY VITROS 3969 TESTS	KT	3969	\$ 11,946.69
SP10015894	ETHYL GLUCURONIDE VITROS 648 TESTS	KT	648	\$ 1,950.48
SP100107	HEROIN METABOLITE VITROS 401 TESTS	KT	401	\$ 2,069.16
SP10018054	HYDROCODONE VITROS 518 TESTS	KT	518	\$ 1,559.18
SP100115	METHADONE METAB. VITROS 778 TESTS	KT	778	\$ 4,014.48
SP100248	OXYCODONE VITROS 540 TESTS	KT	540	\$ 1,625.40
SP100249	OXYCODONE VITROS 3969 TESTS	KT	3969	\$ 11,946.69
SP432	PROPOXYPHENE VITROS 778 TESTS	KT	778	\$ 2,341.78
SP115646	RGT WIDE R+D100ANGE CRP VITROS	KT	400	\$ 1,292.00
SPDZ133CKY1	Cystatin C Reagent (172 tests)	KT	172	\$ 643.28
SPDZ112BK	Glycated Serum Protein Reagent (246 tests)	KT	246	\$ 920.04
SPDZ112BK1	Glycated Serum Protein (306 tests)	KT	306	\$ 1,144.44
SPDZ131BK	LipoProtein a Reagent (276 tests)	KT	276	\$ 1,032.24
SPDZ169AKY1	KAPPA FREELIGHTCHAIN+CAL 148TESTS VITROS	KT	148	\$ 1,288.58
SPDZ170AKY	LAMBDAFREELIGHTCHAIN+CAL 166TESTS VITROS	BX	166	\$ 1,445.45
SPDZ179AK	D-DIMER REAGENT KIT VITROS 86 TESTS	BX	86	\$ 159.12
SP1074053	ECi CORTISOL 100 wells	EA	100	\$ 85.22
SP1453489	ECi B12 100 wells	EA	100	\$ 97.36
SP1513266	ECi FOLATE 100 wells	EA	100	\$ 97.36
SP1896836	ECi CKMB 100 wells	EA	100	\$ 121.42
SP1350198	ECi LH 100 wells	EA	100	\$ 97.36
SP1435205	ECi TESTOSTERONE 100 wells	EA	100	\$ 206.08
SP1849793	ECi PROLACTIN 100 wells	EA	100	\$ 97.36
SP1931922	ECi FSH 100 wells	EA	100	\$ 94.69
SP1938570	ECi PROGESTERONE 100 wells	EA	100	\$ 206.08
SP8552630	ECi ESTRADIOL 100 wells	EA	100	\$ 206.08
SP6801428	ECi A-HBC 100 wells US	PK	100	\$ 272.48
SP6801816	ECi A-HBE 100 wells US	BX	100	\$ 573.12
SP6801819	ECi A-HBE AG 100 wells US	BX	100	\$ 573.12
SP6801823	VITROS A-HAV TOT 100wells PMA US	EA	100	\$ 290.01
SP6801861	ECi A-HIV 1+2 100wells US	BX	100	\$ 400.00
SP8536195	ECi RUBELLA IGG 100 wells	BX	100	\$ 180.00
SP1920115	ECi CEA 100 wells	EA	100	\$ 255.09
SP6800784	ECi AFP 100 wells US	EA	100	\$ 247.30
SP6801756	ECi PSA 100 wells US	EA	100	\$ 272.92
SP6801757	ECi CA125II 100 wells US	EA	100	\$ 309.00
SP6801758	ECi CA15-3 100 wells US	EA	100	\$ 416.00

Item Number	Description	UOM	Tests/UOM	Price
SP6802241A	ECi CA19-9 100 wells US	BX	100	\$ 364.54
SP6800030	ECi NTX 100 wells	EA	100	\$ 688.42
SP6844056A	Eci Vitamin D 100 Wells	PK	100	\$ 800.00
SP1315589	ECi FREE T3 100 wells	EA	100	\$ 73.07
SP1322528	ECi TOTAL T3 100 wells	EA	100	\$ 73.07
SP1471481	ECi T3 UPTAKE 100 wells	EA	100	\$ 61.27
SP8744468	ECi TOTAL T4 100 wells	EA	100	\$ 61.27
SP6844425	INSULIN 100 WELLS FOR VITROS	EA	100	\$ 207.00
SP6844423	C-PEPTIDE REAGENT FOR VITROS	BX	100	\$ 230.00
SP6199919	Anti-SARS-CoV-2 IgG Ab Rgt Pack 100T	PK	100	\$ 1,800.00
SP6199922	Anti-SARS-CoV-2 Total Ab Rgt Pack 100T	PK	100	\$ 1,800.00
SP6197735	VITROS BRAHMS PCT REAGENT PACK 100T	PK	100	\$ 1,532.00
SP6199949	VITROS SARS-COV-2 ANTIGEN REAGENT	BX	100	\$ 1,500.00

Consumables

Item Number	Description	UOM	Tests/UOM	Price
SP6801426	AHBC IGM CALIBRATOR	EA	EA	\$ 255.76
SP6844288	ALTV FOR VITROS	EA	1EA/PK	\$ 22.56
SP6801326	ANTI-HCV CALIBRATOR	EA	EA	\$ 253.13
SP8430373	AUTOMATED DIL A	EA	EA	\$ 82.65
SP6801926	CALIBRATOR ANTI HBS	EA	EA	\$ 253.13
SP6802302	CALIBRATOR ECI TROPONIN	BX	1BX/EA	\$ 171.28
SP6801696	CALIBRATOR KIT 11	BX	6BT/BX	\$ 486.18
SP6801697	CALIBRATOR KIT 12	BX	6BT/BX	\$ 570.82
SP6801698	CALIBRATOR KIT 13	BX	6BT/BX	\$ 570.82
SP6801699	CALIBRATOR KIT 14	BX	6BT/BX	\$ 570.82
SP6801700	CALIBRATOR KIT 16	BX	5BT/BX	\$ 144.29
SP6801701	CALIBRATOR KIT 17	BX	5BT/BX	\$ 286.01
SP6801703	CALIBRATOR KIT 19	BX	5BT/BX	\$ 140.10
SP6801704	CALIBRATOR KIT 20	BX	5BT/BX	\$ 144.29
SP6801707	CALIBRATOR KIT 23	BX	5BT/BX	\$ 144.29
SP6801708	CALIBRATOR KIT 24	BX	6BT/BX	\$ 144.29
SP6801896	CALIBRATOR KIT 25 DHDL	EA	EA	\$ 136.71
SP6802157	CALIBRATOR NT-PROBNP	EA	EA	\$ 168.46
SP6802221	CALIBRATOR TOTAL B HCG II	BX	1BX/EA	\$ 171.28
SP1372101	CALIBRATOR VITROS ANTI HAV IGM	EA	EA	\$ 253.13
SP6802893	CALIBRATORS INTACT PTH	BX	EA	\$ 275.90
SP6800189	CHEM CAL KIT 10	BX	2ST/BX	\$ 110.73
SP8578163	CHEM CAL KIT 8	BX	2ST/BX	\$ 71.62
SP8568040	CHEM CAL KIT 9	BX	2ST/BX	\$ 139.20
SP1882208	CHEM CALIBRATOR KIT 1	BX	4ST/BX	\$ 246.41
SP1662659	CHEM CALIBRATOR KIT 2	BX	4ST/BX	\$ 207.88
SP1290709	CHEM CALIBRATOR KIT 3	BX	4ST/BX	\$ 284.93

Item Number	Description	UOM	Tests/UOM	Price
SP1204668	CHEM CALIBRATOR KIT 4	BX	4ST/BX	\$ 246.41
SP1149764	CHEM CALIBRATOR KIT 5	BX	4ST/BX	\$ 224.03
SP1320498	CHEM CALIBRATOR KIT 7	BX	2ST/BX	\$ 149.35
SP8936049	CRP PERFORMANCE VERIFIER I	BX	6BT/BX	\$ 82.92
SP8597452	CRP PERFORMANCE VERIFIER II	BX	6BT/BX	\$ 82.92
SP6801422	CUVETTE FUSION	BX	6000EA/BX	\$ 486.18
SP6801752	DILUENT PACK 1 BOX	BX	3PK/BX	\$ 144.26
SP6801753	DILUENT PACK 2 BOX	BX	3PK/BX	\$ 243.10
SP6801754	DILUENT PACK 3 BOX	BX	3PK/BX	\$ 243.10
SP6801874	DILUENT RECONSTITUTION	BX	12BT/BX	\$ 47.51
SP6844463	ELECTROLYTE REF FLUID VITROS 5,1/4600/56	BX	800EA/BT 30BT/BX	\$ 282.85
SP1158864	FERRITIN CALIBRATOR	EA	EA	\$ 168.46
SP6801755	FLUID I AND II MICROSNS CK	BX	2ST/BX	\$ 286.03
SP1728872	FREE T4 CALIBRATOR	EA	EA	\$ 168.46
SP6801323	HBSAG CALIBRATORS	EA	EA	\$ 171.28
SP6801324	HBSAG CONFIRMATORY KIT	EA	EA	\$ 835.34
SP6801390	HBSAG CONTROLS	EA	EA	\$ 329.07
SP8321200	HIGH SAMPLE DIL B REAGENT PACK	EA	EA	\$ 51.38
SP6842782	HIV COMBO CALIBRATOR FOR VITROS	EA	1EA/BX	\$ 283.40
SP6842782	HIV COMBO CALIBRATOR FOR VITROS	BX	1EA/BX	\$ 291.89
SP6842781	HIV COMBO FOR VITROS/100 WELLS	BX	100EA/BX	\$ 1,643.07
SP1830033	IMMUNO WASH FLUID	BX	EA	\$ 176.80
SP8466492	LIQUID PERFORMANCE VERIFIER I	BX	6BT/BX	\$ 140.51
SP1384007	LIQUID PERFORMANCE VERIFIER II	BX	6BT/BX	\$ 181.01
SP1831312	MAINTENANCE PACK	EA	EA	\$ 341.01
SP6801043	MYOGLOBIN CALIBRATOR	EA	EA	\$ 207.57
SP1250232	PACK DESICANT F/250 2 SETS	BX	2ST/BX	\$ 67.55
SP8067324	PERFORMANCE VERIFIER I	BX	12BT/BX	\$ 203.73
SP8231474	PERFORMANCE VERIFIER II	BX	12BT/BX	\$ 203.73
SP1072693	SIGNAL REAGENT PACK	EA	EA	\$ 99.00
SP8962540	TDM PERFORMANCE VERIFIER I	BX	6BT/BX	\$ 110.62
SP1792357	TDM PERFORMANCE VERIFIER II	BX	6BT/BX	\$ 110.62
SP8182172	TDM PERFORMANCE VERIFIER III	BX	6BT/BX	\$ 110.62
SP6801423	TIP MICRO FUSION	BX	4096EA/BX	\$ 251.20
SP6801715	TIP VERSA VITROS CHEMISTRY PRODUCTS	BX	1000EA/BX	\$ 68.97
SP1487289	TSH CALIBRATOR	EA	EA	\$ 168.46
SP8389793	UNIVERSAL WASH REAGENT 2BT PER EA	EA	EA	\$ 101.29
SP6800190	UPRO PERFORMANCE VERIFIER I	BX	6BT/BX	\$ 82.92
SP6800191	UPRO PERFORMANCE VERIFIER II	BX	6BT/BX	\$ 82.92
SP6801744	VERIFIER I PROTEIN PERFORMANCE	BX	6BT/BX	\$ 193.61
SP6801747	VERIFIER II MALB PERFORMANCE	BX	6BT/BX	\$ 193.61
SP6801745	VERIFIER II PROTEIN PERFORMANCE	BX	6BT/BX	\$ 193.61

Item Number	Description	UOM	Tests/UOM	Price
SP6802049	VERIFIER III HSCR P PERFORMANCE	BX	6BT/BX	\$ 187.98
SP6802411	VERIFIER ASO/RF PERFORMANCE I	BX	5BT/BX	\$ 289.80
SP6802412	VERIFIER ASO/RF PERFORMANCE II	BX	5BT/BX	\$ 289.80
SP6801742	VERIFIER I HSCR P PERFORMANCE	BX	6BT/BX	\$ 187.98
SP6801746	VERIFIER I MALB PERFORMANCE	BX	6BT/BX	\$ 193.61
SP6801771	VERIFIER I PALB PERFORMANCE	BX	6BT/BX	\$ 193.61
SP6801888	VERIFIER II HSCR P PERFORMANCE	BX	6BT/BX	\$ 187.98
SP6801772	VERIFIER II PALB PERFORMANCE	BX	6BT/BX	\$ 193.61
SP6801768	VERIFIER III PROTEIN PERFORMANCE	BX	6BT/BX	\$ 193.61
SP6199950	VITROS SARS CoV-2 ANTIGEN CALIBRATOR	BX	2VL//BX	\$ 80.00
SP6199943	VITROS SARS CoV-2 ANTIGEN CONTROL	BX	3VL/BX	\$ 290.00
SP6199944	VITROS SARS CoV-2 ANTIGEN EXTRACTION BUFFER	BX	4BT/BX	\$ 290.00
SP6199923	Anti-SARS-CoV-2 Total Cal Pack	PK	1/PK	\$ 80.00
SP6199924	Anti-SARS-CoV-2 Total Controls (Pos/Neg – 3 Sets)	PK	3/PK	\$ 290.00
SPP6199920	Anti-SARS-CoV-2 IgG Ab Cal Pack	PK	1/PK	\$ 80.00
SP6199921	Anti-SARS-CoV-2 IgG Ab Ctrls Pos/Neg	PK	3/PK	\$ 290.00

County Location Contacts

Santa Clara County Valley Medical Center
Stefanie Wong, Administrative Services Manager
Laboratory & Pathology
751 S. Bascom Avenue
San Jose CA 95128
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St. Louise Regional Hospital

9400 No Name Uno
Gilroy, CA 95020
Denise Chorley
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Medical Examiner/Coroner
Josefina Covarrubias
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Contractor Contact

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EXHIBIT E

FEDERALLY REQUIRED CONTRACT PROVISIONS

The federally-required contract provisions listed below are made a part of the Contractor's Agreement with the County.¹ (¹ The County intends to seek reimbursement from federal and state grants, e.g., the Federal Emergency Management Agency's Public Assistance grants and California Governor's Office of Emergency Services grants, for the goods and/or services provided under the Contract to the extent they are procured as part of emergency protective measures or disaster response measures undertaken by the County).

The term "Contractor", as used throughout this document shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Agreement" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "State" as used throughout this document shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "FEMA Agreement Terms."

The terms and conditions of the Agreement and the FEMA Agreement Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Agreement Terms, and unless otherwise stated within the terms of this Exhibit, the FEMA Agreement Terms shall govern and prevail.

A. No Obligation by the Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

B. Access to Records

- (1) Upon request, the Contractor agrees to provide the County, State, Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Upon request, the Contractor agrees to provide the FEMA Administrator or the FEMA Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

C. Procurement of Recovered Materials

- (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

G. **Equal Employment Opportunity**

If the Agreement is for construction work, the provisions of this Section G shall apply. During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and

relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

H. **Clean Air Act and the Federal Water Pollution Control Act**

The provisions of this Section H apply to contracts exceeding \$150,000.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by

FEMA. Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification:

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid

to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

J. **Contract Work Hours and Safety Standards Act**

The provisions of this Section J apply to contracts over \$100,000 that involve the employment of mechanics and laborers.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

K. Debarment and Suspension

- (1) This Agreement may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. **Termination for Cause**

If the Agreement value exceeds \$10,000, to the extent the Agreement does not provide for termination for cause outside of this Exhibit, and in addition to any right to terminate for convenience as described in the Agreement, the County may, after providing five days' written notice, terminate the Agreement for the Contractor's failure to perform or observe any term, covenant, or condition of the Agreement.

M. **Remedies**

In the event of a breach by the Contractor of any term, covenant, or condition of the Agreement, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

N. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

To the extent applicable under 2 C.F.R. § 200.326 or other applicable federal contracting regulation, if this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for \$10,000 or above, Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

O. **Subcontracts**

To the extent applicable under 2 C.F.R. § 200.326 or other applicable federal contracting regulation, the Contractor shall include the provisions of this Exhibit in all subcontracts