

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT - AMENDMENT**

**SCO ID: 4265-2010648-A2**

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority Number

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

3 PAGES

20-10648

A02

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

PerkinElmer Health Sciences, Inc.

2. The term of this Agreement is:

START DATE

8/26/2020

THROUGH END DATE

10/31/2021

3. The maximum amount of this Agreement after this Amendment is:

\$1,700,000,000.00

One Billion Seven Hundred Million Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The purpose of this amendment is to make changes to Exhibit B as described in attached pages herein.

*All other terms and conditions shall remain the same.*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

PerkinElmer Health Sciences, Inc.

CONTRACTOR BUSINESS ADDRESS

940 Winter Street

CITY

Waltham

STATE

MA

ZIP

02451

PRINTED NAME OF PERSON SIGNING

LeeAnn L. Dennewitz

TITLE

SVP, Strategic Partnerships & Alliances

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/21/2021

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Executive Order N-25-20-COVID19

## AMENDMENT TWO TO STANDARD AGREEMENT

THIS AMENDMENT TWO TO STANDARD AGREEMENT (this "Amendment Two"), effective as of July 1, 2021 (the "Amendment Two Effective Date"), is entered into by and between the California Department of Public Health ("CDPH") and PerkinElmer Health Sciences, Inc. ("Contractor"). The above-identified parties are at times referred to herein each as a "Party" and collectively as the "Parties."

### RECITALS:

**WHEREAS**, the CDPH and PerkinElmer entered into an agreement for PerkinElmer to provide certain laboratory testing and reporting services in response to the SARS-CoV-2 pandemic effective August 26, 2020 (the "Agreement");

**WHEREAS**, the Parties amended the agreement effective March 4, 2021;

**WHEREAS**, the Parties are desirous of further modifying the Agreement to reduce the expense to the State of California while ensuring access to testing services; and

**WHEREAS**, the Parties acknowledge the imperative and opportunity to facilitate expansion of testing for schools and congregant living centers across the Western United States;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants set forth below, the Parties amend the Agreement and otherwise agree as follows:

1. Except as otherwise expressly modified by this Amendment Two, the Agreement shall remain in full force and effect in accordance with its terms. All terms capitalized herein but not defined shall have the meanings ascribed to them in the Agreement.
2. Notwithstanding anything else in the Agreement, the Parties agree that from the Amendment Two Effective Date, Contractor shall maintain capacity for no less than 40,000 tests per day.
3. In Exhibit B of the Agreement, Section 1(E)(3) is deleted and replaced with the following:

3) CDPH shall pay Contractor a monthly fee for testing (the "Monthly Fee"), which shall be the lesser of: (a) a monthly fixed fee of \$24,000,000.00 for maintenance of Contractor's testing carrying capacity (the "Monthly Fixed Fee") at 40,000, plus \$5.51 per test performed (whether of Pool Samples or routine diagnostic samples), as reflected by the table below, or (b) Contractor's Best Price.

Contractor's Daily Testing Capacity	Monthly Fixed Rate	Variable Fee Per Diagnostic Sample
40,000	\$24,000,000.00	\$5.51

"Best Price" means the lowest price, on a per test basis, accepted by Contractor from any purchaser for SARS CoV-2 diagnostic testing under substantially similar commercial terms and circumstances, including, but not limited to, labor, utilities, taxes, insurance and other third-party

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costs, testing volume, technology used, personnel requirements, and facilities as under this Agreement. For the purpose of determining Best Price, Contractor shall divide the Monthly Fee by the total number of tests performed in the applicable month, excluding any credits or penalties other than as provided in Section 1(E)(4). Upon ten (10) days written notice, CDPH may audit Contractor's books and records as reasonably applicable to services rendered that meet the prerequisites for a Best Price in the foregoing sentence.

Each pool tested shall be considered a single test against the Contactor's declared daily testing capacity.

4. In Exhibit B of the Agreement, Section 1(E)(4) is deleted and replaced with the following:

- 4) Each Monthly Fee shall be credited \$5.51 per test charged up to 40,000 tests per day each day of the applicable month, until the aggregate of all such credits equals the sum of the first two Startup Payments.

5. Exhibit B, Attachment 1 of the Agreement is deleted.

6. Notwithstanding anything else in the Agreement, the Parties agree as follows:

To the extent the actual testing capacity in the Facilities exceeds, on any given day, the lesser of (i) the volume of samples delivered by or on behalf of CDPH, or (ii) 40,000 samples, then Contractor may use such excess capacity to test samples in connection with Contractor's contract with Army Contracting Command – Rock Island ("Third-Party Samples"), provided that such testing is performed in compliance and consistent with all applicable law, regulation and accreditation requirements, and does not rely on state sponsored physician ordering or test collection sites.

- 6.1 Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, governmental entity or corporation furnishing or supplying work services, materials, or supplies in connection with the Contractor's testing of Third-Party Samples, and from any and all claims and losses accruing or resulting to any person, governmental entity or corporation who may be injured or damaged by Contractor in the performance of testing of Third-Party Samples.
7. The Parties agree that the reduction in costs to CDPH arising from Sections 2-4 herein, is good and sufficient consideration for the rights granted to Contractor in Section 6.
8. Save and except as amended and extended herein, the Agreement shall remain in full force and effect binding upon the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Amendment Two to be executed by their duly authorized representatives as of the Amendment Two Effective Date.

CDPH

PerkinElmer Health Sciences, Inc.

By: \_\_\_\_\_

Name: Timothy Bow  
Title: Procurement Officer, Emergency Ops

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: LeeAnn Dennewitz

Title: SVP, Strategic Partnerships & Alliances  
Date: 6/21/2021