



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** September 26, 2024

RE: *Approval for purchase of a Chemistry Analyzer for the Clinical Laboratory at Southern Nevada Public Health Laboratory*

PETITION #04-25

That the Southern Nevada District Board of Health approve the Equipment Sale Agreement for the purchase of an Alinity c Analyzer Chemistry instrument from Abbott Core Diagnostics.

PETITIONERS:

FL Fermin Leguen, MD, MPH, *District Health Officer*
CL Dr. Cassius Lockett, *Deputy District Health Officer - Operations*
HY Horng-Yuan Kan, PhD, HCLD (ABB), *Laboratory Director*
WB William Bendik, MPH, MLS (ASCP), *Laboratory Manager*

DISCUSSION:

Southern Nevada Public Health Laboratory (SNPHL) is expanding core lab testing services to include Clinical Chemistry Laboratory tests utilized by Southern Nevada Health District (SNHD) clinics who serve at-need communities in Clark County.

FUNDING:

The funding for the purchase of \$170,250.00 is made available through the Southern Nevada Health District Clinical Laboratory General Funds.

VIZIENT MASTER AGREEMENT – SIGNATURE PAGE

ABBOTT LABORATORIES INC., D-943, CP1-4, 100 ABBOTT PARK ROAD, ABBOTT PARK, ILLINOIS 60064-6095

Customer Name	Southern Nevada Health District
Address	280 S. Decatur Blvd.
City, State, ZIP	Las Vegas, NV, 89107
National Account Affiliation	Vizient
Equipment and Service Address	Southern Nevada Public Health Laboratory 700 S. Martin L. King Blvd. Las Vegas, NV 89106
Commitment Tier Level	Tier 1
Customer Point of Contact	Nicholas (Nick) Gabler
Customer Contact for Noticing	Contract Administrator, Legal Dept. Southern Nevada Health District 280 S. Decatur Blvd. Las Vegas, NV 89107
Effective Date	As of the date of the last signature below
Initial Contract Term	(5) years from the Integration Completion Date
Sales Rep, Territory	Don Barnak

Customer identified above (“Customer” or “Member”) and Abbott Laboratories Inc. (“Abbott” or “Supplier”) enter into this Member Agreement including this Signature Page, the Terms and Conditions, and the Exhibits, all as identified below, and as may be mutually amended in writing from time to time by Customer and Abbott (collectively, the “Agreement”), and, by signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement as of the Effective Date (set forth above).

This Agreement is subject to the Capital Equipment Supplier Agreement dated January 1, 2023 as between Vizient Supply, LLC (“Vizient”) and Supplier (the “Vizient Agreement”). Notwithstanding anything to the contrary in this Agreement, or in any order acknowledgement, instrument, correspondence or other terms or conditions provided, presented or submitted, from time to time, by Supplier, or its representatives to, or executed by, Member (any of the foregoing, “Supplier’s Other Terms”), Supplier hereby expressly agrees and acknowledges that none of the obligations and liabilities of Supplier contained in the Vizient Agreement shall be reduced, eliminated, superseded or otherwise affected by any of the terms, conditions, limitations, disclaimers, restrictions or other provisions set forth in this Agreement or in any of Supplier’s Other Terms. Furthermore, Supplier represents and warrants that the pricing terms contained in this Agreement, if viewed together with non-pricing terms, on a total contract basis, shall not be worse than those pricing and non-pricing terms set forth in the Vizient Agreement.

AGREEMENT (included in Agreement if checked)

TERMS AND CONDITIONS

- General Terms and Conditions

EXHIBIT(S)

- GPO Primary Group Designation Form
- Service Exhibit
- Integration Services Exhibit
- Automation Installation and Integration Exhibit
- Instrument Manager Consulting Services Exhibit
- Instrument Manager Maintenance and Support Exhibit
- Price Exhibit(s)
 - Equipment
 - Equipment Service
 - Supplies
 - Automation
 - Instrument Manager
 - Informatics Consulting Services
- Membership Exhibit
- Disclosure Exhibit

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:

CUSTOMER:

ABBOTT LABORATORIES INC.:

Signature by:

Signature:

Printed Name: Fermin Leguen, MD, MPH

Printed Name:

Title: District Health Officer

Title:

Date:

Date:

VIZIENT MEMBER AGREEMENT – GENERAL TERMS AND CONDITIONS

ABBOTT LABORATORIES INC., D-943, CP1-4, 100 ABBOTT PARK ROAD, ABBOTT PARK, ILLINOIS 60064-6095

1. **EFFECTIVE DATE AND CONTRACT TERM.** After this Agreement is signed by Customer and Abbott, it shall become effective as of the date noted as the effective date on the Signature Page or the date appearing with Abbott or Customer signature, whichever is later (“Effective Date”). Unless terminated earlier as provided for in this Agreement, the Agreement shall continue in effect for the period of time designated on the Signature Page as the “Initial Contract Term.” The Initial Contract Term shall begin at the “Integration Completion Date”, defined as the time in which Abbott has completed the installation and integration of all Equipment (as defined below in Section 2) at Customer’s site(s). Equipment Service Coverage (as set forth in Section 22) associated with the new Equipment purchased by Customer during the term of the contract and associated invoicing will begin post “Equipment Installation Date”, defined as the date on which Abbott’s field service representative(s) have determined that a specific piece of equipment is operational (capable of producing a clinical test result). This Agreement (excluding Equipment Service Coverage as stated in Section 22) unless otherwise specifically stated herein may be renewed for consecutive one-year extension periods (each an “Extension Period”) in writing by the Parties to be memorialized in an Amendment of this Agreement executed by both Parties. The Initial Contract Term and any one-year Extension Period, shall be defined as the “Contract Term.”
2. **EQUIPMENT.**
 - 2.1. **GENERAL.** Equipment subject to this Agreement, which may include laboratory analyzers and automation, is itemized on the attached Price Exhibit(s) with a designation of ownership. Equipment owned by Abbott (or a third-party equipment financing company designated by Abbott) and rented to Customer is defined as “Abbott Equipment.” Equipment subject to a Service Package pursuant to Section 22 and which is either: (a) purchased by Customer pursuant to this Agreement or (b) being purchased by Customer simultaneously with the execution of this Agreement is defined as “Customer Equipment.” Abbott Equipment and Customer Equipment shall collectively be referred to as “Equipment.” Within thirty (30) days of Equipment delivery, Customer shall inspect Equipment and shall notify Abbott in writing of any visible damage or deficiencies. Failure to notify Abbott of such damage or deficiencies within such thirty (30) day period shall be deemed as Customer’s acceptance of Equipment in undamaged condition.
 - 2.2. **INSTALLATION AND ACCEPTANCE.** Unless otherwise agreed in writing between Abbott and Customer, Customer shall strive to complete acceptance testing within a period of sixty (60) days, but notwithstanding the foregoing, Customer shall have a period of ninety (90) days from date Customer and Abbott agree that pre-integration installation of Equipment purchased or leased from Abbott is complete to conduct acceptance testing of such Equipment. Acceptance testing may include, but is not limited to, safety testing, calibration, performance testing, documentation inspection and testing for adherence to the Equipment’s specifications. A validation package, signed off by Customer, demonstrating instrument performance specified in Abbott’s published documentation and equivalency to Customer’s predicate method will be provided to Customer prior to final acceptance. Notwithstanding the foregoing, as a condition of acceptance of the Equipment, the Equipment must have achieved uptime of at least ninety-eight percent (98%) over the thirty (30) day period immediately preceding acceptance, with uptime calculated in accordance with Section 22 below. If the Equipment fails the acceptance testing, Customer may, at its discretion, return the Equipment (together with any Supplies and/or Services related to the Equipment) to Abbott for a complete refund/exchange. The Warranty Period (defined below in Section 22.4) for the Customer Equipment will begin ninety (90) days from the Equipment Installation Date (defined in Section 1) or upon signature of the validation package by the Customer, whichever is later. Abbott will bear all costs associated with the removal of packaging, crating and other material associated with the installation of the Equipment. Abbott will remove any retired Abbott-owned equipment at a cost mutually agreed upon with Customer, including any expenses associated with the proper disposal of hazardous or other waste.
 - 2.3. **MANUALS.** Abbott will provide to Customer one (1) complete and unabridged set of operator service manuals for each model of Equipment purchased or leased. Such operator manuals will be in electronic form and will include principles of operation, preventative maintenance procedures and schedules, replacements parts list, performance characteristics and specifications, operating instructions, service and maintenance procedures, troubleshooting and diagnostics. All updates to such manuals will be provided to Customer on a schedule agreed upon between Customer and Abbott.
 - 2.4. **TRAINING.** Unless otherwise set forth in this Agreement, Customer must complete all Equipment operator training offered (“Training Slot”) within twenty-four (24) months from the Effective Date of this Agreement. Failure to use the Training Slot(s) will result in forfeiture of the Training Slot(s).
3. **PRODUCTS.** Abbott is the manufacturer and/or supplier (as appropriate) of the equipment (including replacement parts) and other capital products (collectively, “Equipment”), and/or parts, supplies and other non-capital products (i.e., reagents, consumables, disposables) (collectively, “Supplies”), and/or the provider of services (“Services”) (collectively, the “Products”) all as listed on the attached Price Exhibit(s). Abbott shall make available to Customer the Products listed on the attached Price Exhibit(s) at the initial prices indicated. Any additions, deletions, or changes to the Products available or volume commitments requested by Customer and approved by Abbott shall be memorialized in an amendment to this Agreement executed by both parties.
4. **PURCHASE COMMITMENT.** Commencing on the Integration Completion Date, and on a monthly basis thereafter, (a) Customer shall purchase the Supplies indicated on the Price Exhibit(s) at the prices and volumes indicated (“Customer Product Commitment”); (b) if Customer is renting Abbott Equipment, Customer also agrees to pay the rental fee set forth in the Price Exhibit(s) (“Customer Equipment Rental Commitment”), which shall either (i) be incorporated into the Supplies’ prices or (ii) be listed as a separate Customer Equipment Rental Commitment on the Price Exhibit(s); and Customer shall also pay the Equipment service fee set forth on the Price Exhibit(s) (“Customer Equipment Service Commitment”). The Customer Product Commitment, Customer Equipment Rental Commitment and Customer Equipment Service Commitment shall be referred to collectively as the “Purchase Commitment.”
 - 4.1. **FOR SIX CONSECUTIVE MONTHS.** If Customer fails to purchase sufficient Supplies (in the aggregate, in dollars spent) to meet the Customer Product Commitment for any six (6) consecutive months, Abbott may unilaterally upon written notice, either (a) decrease any volume price discount for Supplies based on the difference in quantity of Customer’s actual Supplies purchased versus the Customer Product Commitment; (b) charge Customer an amount equal to the shortfall between actual quantity of Supplies purchased by Customer and the Customer Product Commitment; (c) terminate this Agreement; or (d) consider and implement other alternative measures to remedy the Customer Product Commitment shortfall. Unless otherwise set forth in this Agreement, Abbott shall evaluate Customer’s purchases with respect to Purchase Commitments on an ongoing basis.
5. **PRICE ADJUSTMENTS / MODIFICATIONS.** On an annual basis, Abbott may increase Product prices by an amount that shall not exceed the lesser of (i) five percent (5.0%) or (ii) the then-current National Consumer Price Index – Medical (“CPI-M”). Such price increases shall be effective thirty (30) days after notice to Customer by Abbott.

VIZIENT MEMBER AGREEMENT – GENERAL TERMS AND CONDITIONS

ABBOTT LABORATORIES INC., D-943, CP1-4, 100 ABBOTT PARK ROAD, ABBOTT PARK, ILLINOIS 60064-6095

6. PRODUCT SUPPLY.

- 6.1. DELIVERY AND INVOICING: EQUIPMENT (i.e., capital Products).** On and after the Effective Date, Abbott agrees to promptly deliver Equipment ordered directly by Customer to Customer, FOB Origin, freight prepaid and fifty percent (50%) of such freight cost added to the invoice as a separate line item and shall direct its invoices to Customer. Abbott shall bear the cost of insuring the Equipment to the destination and shall be obligated to file the insurance claim(s) should there be any loss in transit. If Equipment is lost in transit, Customer's payment obligations to Abbott shall commence thirty (30) days after the Equipment is received in usable condition by Customer. Within seven (7) calendar days after receipt of a purchase or lease order from Customer, Abbott will provide estimated lead time from the date of such purchase or lease order until delivery of the Equipment at Customer's location. Unless otherwise agreed by Abbott and Customer, if Abbott's estimated lead time is greater than thirty (30) days, Customer may cancel the order without penalty. Upon the mutual agreement of Customer and Abbott, the actual delivery lead times may be increased based on Customer's needs.
- 6.2. DELIVERY AND INVOICING: SUPPLIES (e.g., consumables, disposables, reagents).** On and after the Effective Date, Abbott agrees to promptly deliver Supplies ordered directly by Customer to Customer, FOB Origin, freight prepaid and added to the invoice as a separate line item and shall direct its invoices to Customer. Abbott shall bear the cost of insuring the Supplies to the destination and shall be obligated to file the insurance claim(s) should there be any loss in transit. If Supplies are lost in transit, Customer's payment obligations to Abbott shall commence thirty (30) days after the Supplies are received in usable condition by Customer. Abbott will provide Customer shipping included in the purchase price of Supplies on every individual order with a gross value greater than Five-Thousand Dollars (\$5,000) (the "Shipping Program"). Shipping Program eligibility is based on Customer's single order gross value. The Shipping Program applies to Supplies shipments only and covers costs associated with standard shipping. Customer shall be responsible for any costs associated with expedited or priority shipping. For purchases outside of the Shipping Program guidelines, standard freight charges will be pre-paid by Abbott and add to Customer's invoice as a separate line item.
- 6.3. PRODUCT FILL RATES; CONFIRMATION AND DELIVERY TIMES.** Abbott agrees to provide Product fill rates to Customer of at least ninety seven percent (97%), each calculated as line items filled complete divided by line items ordered, first truck, in no event later than ten (10) days from the date of order, with the exceptions of Equipment orders and standing orders. Equipment orders and standing orders shall be delivered on the date agreed to between Abbott and Customer, subject to Section 6.1 above. Abbott's breach of this Section 6.3 shall constitute a Material Breach of this Agreement. Notwithstanding the foregoing, fill rate requirements will be waived for a period of six (6) months from the date of FDA approval for new Products.
- 6.4. FAILURE TO SUPPLY.** In the event of Abbott's failure to perform its supply obligations in accordance with this Section 6:
- 6.4.1. Customer may purchase products equivalent to the Supplies from other sources and Abbott will be liable to Customer for all reasonable direct costs incurred by Customer in excess of the prices listed in the Price Exhibit(s) associated with purchasing an alternative product or utilizing third-party testing for the first sixty (60) days of the failure to supply, including additional costs related to sample transportation or product integration as described in Abbott's Loyalty Program; and
- 6.4.2. Any Customer purchases from an alternative source will not affect Customer's pricing (e.g., purchases from an alternative source will be considered contracted sales for purposes of calculating Customer's compliance) for the duration of the failure to supply, plus sixty (60) days.
- 6.5. PRODUCT CONDITION.** Unless otherwise stated in a Price Exhibit or quotation or unless agreed upon by Customer in connection with Products it may order, all Products will be new.

7. PRODUCT / ORDER ISSUES.

- 7.1. CUSTOMER SERVICE HOTLINE.** Customer shall direct all questions; issues regarding problems with any Product's performance, order, shipment or delivery to Abbott Customer Service at 1-877-422-2688. Abbott shall evaluate each situation as presented.
- 7.2. RETURN / RECALL OF PRODUCTS.** Customer, in addition to and not in limitation of any other rights and remedies, shall have the right to return Products to Abbott, in accordance with Abbott's return goods policy. In the case of a recall, notwithstanding anything in Abbott's return goods policy to the contrary, (i) Abbott will not charge restocking fees, or return shipping costs, and (ii) any limitation on liability contained in Abbott's return goods policy is null and void.

- 8. PAYMENT TERMS.** Payment terms are Net thirty (30) days. Unless Customer is fully exempt from all taxes, Customer is required to pay all federal, state and local taxes that may be imposed on the use, possession, ownership, rental or lease of Equipment. Abbott shall add any such applicable taxes to the invoice. Customer shall reimburse Abbott for any such taxes paid by Abbott. If Customer is tax-exempt, Customer must provide Abbott with a copy of its tax-exempt certification.

- 9. DISCOUNT DISCLOSURE.** Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. § 1320a-7b(b)(3)(A)). Abbott will provide detail pertaining to such discounts and the allocation of total net purchase dollars for Abbott Equipment, Service, Supplies and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer shall fully and accurately report such discounts. Further, Customer shall retain invoices and other price documentation and make them available to Federal or State officials upon request.

- 10. USE OF PRODUCT.** Customer shall not: (a) resell or distribute any Products purchased under this Agreement to any third party; (b) use Products past their expiration date; or (c) use any Products in any manner inconsistent with its intended use. If Customer fails to comply with this restriction, Abbott may terminate this Agreement pursuant to Section 11.2.

11. TERMINATION.

- 11.1. FOR UNCURED MATERIAL BREACH.** Either party may terminate this Agreement in the event of a Material Breach (as defined below) by the other party that, if possible, to cure, remains uncured sixty (60) days after written notice specifying the breach is given by the non-breaching party to the breaching party. A "Material Breach" is defined as: (a) the failure of a party to fully comply with and perform any and all terms and conditions of this Agreement; (b) the making of assignment for the benefit of creditors by a party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against a party; or (d) insolvency of a party.
- 11.2. FOR UNAUTHORIZED USE OF PRODUCT.** Notwithstanding anything to the contrary of this Agreement, if Customer breaches Section 10 of this Agreement, Abbott may terminate this Agreement immediately upon written notice to Customer.

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- 11.3. FOR CONVENIENCE.** Customer may terminate this Agreement at any time upon ninety (90) days' written notice to Abbott. If Customer terminates this Agreement pursuant to this subsection prior to the expiration of the Contract Term, Customer shall be required to pay Abbott a reimbursement fee equal to the remaining Customer Product Commitment. The parties agree that the fee represents reasonable compensation to Abbott for its losses and expenses resulting from Customer's early termination of this Agreement, and not a penalty.
- 11.4. FUNDING.** This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, Customer's state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 12. FORCE MAJEURE.** Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of money) due to labor strikes, lockouts, war, terrorist acts, epidemics, fires, floods, natural disasters, water damage, riots, government acts or orders, interruption of transportation, inability to obtain materials upon reasonable prices or terms, or any other causes beyond its control.
- 13. NOTICES.** Notices regarding this Agreement shall be given by First-Class Mail, postage prepaid, by Certified Mail, return receipt requested, by reputable overnight carrier, or via e-mail at the appropriate address listed on the Signature Page of this Agreement.
- 14. UNAVAILABLE PRODUCTS.** Abbott reserves the right to discontinue and delete Products from this Agreement for bona-fide business reasons with ninety (90) days' prior written notice to Customer. Products that are temporarily or permanently withdrawn from the market, discontinued or otherwise not available in the quantities ordered shall be considered "Unavailable Products." Abbott reserves the right to discontinue any manufacturing, distributing, marketing or selling any Product or allocate supply of a Product in the event of shortage, and none of these actions will constitute a breach by Abbott under this Agreement. If reasonably acceptable substitute Abbott products are available, Unavailable Products will be replaced with such mutually acceptable Abbott products. If the net price for the replacement products is higher than the price of the Unavailable Products (exclusive of any included rental or service fee) then Customer and Abbott shall mutually agree on reasonable prices for the replacement products. If an Unavailable Product is allocated due to a shortage or is temporarily unavailable and a replacement is not available from Abbott or is deemed unacceptable by Customer, Customer may purchase such replacement product from an alternate source.
- 15. SUPPLIES AND EQUIPMENT WARRANTY.** Abbott warrants and represents that Supplies and/or Equipment delivered to carrier for shipment to Customer, or delivered directly to Customer, will at the time of such delivery: (a) conform to published specifications set forth in the applicable Abbott package insert(s) for such Supplies; (b) not be adulterated or misbranded within the meaning of the U.S. Food, Drug, and Cosmetic Act; (c) be of good quality and free from defects in materials and workmanship; and (d) are, if required, approved and/or cleared for marketing, and will not be distributed, sold, leased or priced by Abbott in violation of any federal, state or local law. After delivery, Supplies and/or Equipment are warranted as described in the applicable package insert or operator manual. Except as to warranty specifically set forth in this Section 15, the only other warranties made by Abbott with respect to Supplies and/or Equipment are those specifically and expressly stated as warranties in the Supplies' package insert specifications and the Equipment's operations manuals and those contained in any Service Package purchased by Customer. EXCEPT FOR THE SUPPLIER'S WARRANTIES PURSUANT TO THE VIZIENT AGREEMENT, ABBOTT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. No warranty provided by Abbott will apply to any Supplies and/or item of Equipment if: (a) such Supplies or Equipment has been misused, altered, damaged or used other than in accordance with the applicable package insert and/or operations manual for such Supplies and/or Equipment (including the substitution of any reagent not authorized by Abbott) so as to affect its stability or reliability; (b) the serial or lot number of any Supplies and/or item of Equipment has been altered, defaced, or removed; or (c) if any servicing was performed or repair was attempted by personnel not authorized by Abbott to perform such servicing or repair. Without limiting any Service Package purchased by Customer, if any Supplies or Equipment does not comply with the warranty set forth in this paragraph, Abbott shall, upon mutual agreement with Customer, repair or replace the applicable Supplies or item of Equipment at no additional expense to Customer. Abbott shall bear all costs of returning and replaced such Supplies, as well as risk of loss or damage to such Supplies from and after the time they leave the physical possession of Customer. Customer may elect to purchase additional services at prices set forth in the Vizient pricing schedule. The warranties contained in this paragraph shall survive any inspection, delivery, acceptance or payment by Customer. This paragraph and the obligations contained herein shall survive the expiration or earlier termination of this Agreement. The remedies set forth in this paragraph are the sole remedies that Customer may have against Abbott.
- 16. DISCLAIMER.** Customer assumes all risk for the suitability of the test results obtained by using any item of Equipment and/or Product(s) hereunder and the consequences which flow therefrom when any such item of Equipment and/or Product(s) is used other than in accordance with the applicable Abbott package insert or operations manual for such item of Equipment or Product(s) so as to affect its stability or reliability, and is used either: (a) alone; or (b) in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended by Abbott for use with such item of Equipment or Product(s). EXCEPT AS EXPRESSLY STATED HEREIN AND IN THE VIZIENT AGREEMENT, IN NO EVENT SHALL EITHER ABBOTT OR, CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF EQUIPMENT OR PRODUCTS OR ABBOTT'S FAILURE TO SUPPLY EQUIPMENT OR PRODUCTS HEREUNDER.
- 17. ASSIGNMENT.** Customer may not assign or transfer this Agreement and/or any Abbott Equipment without Abbott's prior written consent.
- 18. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada, excluding choice of law provisions.
- 19. ABBOTT EQUIPMENT.**
- 19.1. PLACEMENT OF ABBOTT EQUIPMENT.** Customer shall use the Abbott Equipment only at the address specified in this Agreement as the "Shipping Address," and shall not remove, transfer, or alter the Abbott Equipment including removal of labels, symbols and serial numbers without Abbott's prior written consent.
- 19.2. CERTIFICATION.** If a Customer Equipment Rental Commitment and/or Customer Equipment Service Commitment are added to and incorporated into the Supplies' prices, Customer acknowledges by signing and accepting this Agreement, that prior to the execution of this Agreement, Abbott offered to sell Supplies, Service Packages and/or sell or rent applicable equipment to Customer separately, and that Customer has declined all such offers, and accepted instead the terms of this Agreement as written.
- 19.3. TITLE TO THE ABBOTT EQUIPMENT.**

19.3.1. Abbott is the owner of, and retains title to the Abbott Equipment, and at its discretion, Abbott has the right to replace/exchange the Abbott Equipment, except to the extent of equipment purchases made pursuant to Section 19.3.4

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ABBOTT LABORATORIES INC., D-943, CP1-4, 100 ABBOTT PARK ROAD, ABBOTT PARK, ILLINOIS 60064-6095

below or under any other equipment purchase conditions of this Agreement. This Section 19 shall terminate automatically with respect to any such Abbott Equipment if and when Customer purchases such Abbott Equipment.

19.3.2. Customer shall not permit or suffer any attachment, encumbrance, lien, or security interest to be filed against the Abbott Equipment. Customer shall promptly notify Abbott if any of the foregoing is filed or claimed, and shall indemnify Abbott for any loss or damage, including reasonable attorneys' fees, resulting from any of the foregoing.

19.3.3. Customer authorizes Abbott to file UCC financing statement(s) describing any Abbott Equipment provided to Customer under this Agreement, including any replacements, substitutions, and/or amendment(s) of or to such financing statement(s) that Abbott reasonably deems necessary to its interest in the Abbott Equipment.

19.3.4. Customer may request to purchase the Abbott Equipment from Abbott at any time during the Contract Term, and Abbott shall establish terms and conditions of such sale at the time of Customer's request. If Customer purchases Abbott Equipment, this Agreement will terminate solely as to such purchased Abbott Equipment.

19.4. RISK OF LOSS TO ABBOTT EQUIPMENT. Upon Customer taking delivery of the Abbott Equipment, Customer shall be responsible to Abbott for all loss or damage, including loss or damage relating to force majeure events, but excluding loss or damage caused by defective Abbott Equipment or parts, defective Products or improper repair or service performed by an Abbott authorized service provider ("Excluded Losses"). Customer shall maintain insurance in an amount sufficient to cover the Abbott Equipment and shall provide evidence of such coverage upon Abbott's request. In the case of loss or damage occurring for reasons other than Excluded Losses, all costs associated with restoring the Abbott Equipment to pre-existing operational status shall be charged to Customer at Abbott's then-current time and materials rates. If Abbott determines that the damaged Abbott Equipment cannot be repaired economically, Customer shall promptly pay Abbott the then-current catalog trade price for such Abbott Equipment less depreciation based on a ten (10) year straight-line basis (pro-rated monthly) and Abbott shall provide Customer with replacement Abbott Equipment, which at Abbott's discretion shall be new or refurbished. Loss or damage to Abbott Equipment shall have no force or effect upon Customer's Purchase Commitment.

20. EQUIPMENT RETURN. Upon termination or expiration of this Agreement for any reason, except for Customer taking title to Abbott Equipment, Customer shall: (a) carefully pack and return the Abbott Equipment to Abbott, freight and insurance prepaid, in good condition and in working order, ordinary wear and tear excepted; or (b) permit Abbott or its agent to enter Customer's facility and remove the Abbott Equipment at Customer's expense. Abbott shall provide Customer with relevant instructions including the destination and address for the return.

21. UPGRADES AND SOFTWARE.

21.1. UPGRADES GENERALLY. Upon mutually agreeable terms and conditions, Abbott Equipment may be upgraded to the latest technology. Customer will be given all upgrades to acquired software, including any software components of Equipment, from the date of issuance of the purchase or lease order through the expiration of the Warranty Period, including penalty extensions, and thereafter during the term of any service agreement, at no additional charge to Customer. Arrangements will be made to install all software upgrades within one (1) month or as mutually agreed between Abbott and Customer.

21.2. CUSTOMIZATION SOFTWARE. Pricing relating to the customization of software and additional charges that the Customer will incur for annual maintenance, training, documentation, backup, etc. is attached in the Price Exhibit.

21.3. OPERATIONAL SOFTWARE. Abbott shall include the form of software licensure agreements available to the Customers as part of any quote requested by a Customer. Abbott will license all software necessary to operate the Equipment, unless otherwise provided in any Exhibit hereto, to the Customer upon acceptance of the Equipment pursuant to Section 2.2. above. Abbott will provide to the Customer all new operational software that provides no additional functionality, at no additional charge. Abbott will install new software within one (1) month of release of software or as mutually agreed between Abbott and Customer.

21.4. DIAGNOSTIC SOFTWARE. Abbott will provide all software necessary to troubleshoot and maintain the Equipment to the Customer at no additional charge. For purposes of clarification, unless otherwise stated in Abbott's description or specifications of Equipment, operational and diagnostic software required for operation, maintenance and troubleshooting of Equipment is included and integrated with the Equipment. Training for the use of diagnostic software will be included in the operator training. Abbott's telephone support will also include assistance in diagnostic software operation. Diagnostic software upgrades will be offered by Abbott at no additional charge to the Customer for the life of the Equipment. Abbott will provide software updates to the Customer within one (1) month of release of software or as mutually agreed between Abbott and Customer.

21.5. DATA CONVERSION/INTERFACES. Abbott shall make interface specifications available upon request of Customer.

22. EQUIPMENT SERVICE COVERAGE. The attached Service Exhibit provides a description of Abbott's generally available Service Packages, some of which may not be available in Customer's geographical location. The attached Price Exhibit(s) sets forth the Service Package, if any, that Customer purchased under this Agreement for Equipment. Customer may cancel any Service Package related to Customer-owned Equipment, without cause or penalty, upon thirty (30) days' prior written notice to Abbott. In the event of such cancellation, Abbott will reimburse Customer for a pro rata portion of any payments made pursuant to such service agreement, provided that Abbott will separate costs for preventive maintenance and repair for the purpose of allocating expenses. Abbott will be required to leave the Equipment in certifiable condition as determined by Customer. Abbott may cancel service agreement upon sixty (60) days' prior written notice to Customer. If Customer cancels the service agreement, Abbott will use commercially reasonable efforts to deliver on-site service within three (3) business days of Customer's service request on a time and material basis. Cancellation of the service agreement will not affect Abbott's quality of support nor result in other penalties if Customer elects to use Abbott for time and materials repairs, perform the work in-house or obtain service from others. For purposes of clarification, service agreements are not mandatory for Customers purchasing hereunder.

22.1. ABBOTT RESPONSIBILITY. An Abbott service representative will be available as described in the Service Exhibit to respond to Customer's questions, make on-site calls and provide specifically scheduled maintenance. Unless otherwise set forth elsewhere in this Agreement or Exhibits, Abbott's routine services (including replacement parts) are included in Customer's total Service Package price. Other services (or services and parts provided outside of the Service Package) may be subject to an additional charge.

22.2. CUSTOMER RESPONSIBILITY.

22.2.1. Under this Agreement, Customer remains responsible for properly operating, maintaining and protecting all Equipment as more fully set forth in the operations manual. The reliability and accuracy of the Equipment can be affected by a variety of factors and it is important that Customer carefully read, understand and follow the instructions contained in the operations manual, reagent package insert and/or any other information provided by Abbott. Failure to operate, maintain and/or protect

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the Equipment may result in damage and adversely affect its reliability and accuracy. Equipment damage and repair arising out of Customer's negligence or misconduct in failing to properly follow instructions and warnings contained in the operations manual, package inserts, Customer communications, etc. is Customer's responsibility and may result in the voiding of any existing warranties and, in Abbott's discretion, early termination of this Agreement.

22.2.2. Unless otherwise set forth in this Agreement, the following items required to repair or maintain Equipment are not covered under this Agreement, and Customer shall be responsible for their purchase and proper use: (a) Abbott products, including tests, as well as other consumables (such as printer paper, batteries, photometric lamps, probes, cuvettes, or any item identified in the operations manual as consumable supplies); (b) disposables; and (c) components and accessories (including any item identified as part of an accessory kit or Customer maintenance kit, but not including the preventative maintenance kit). Site visits made by an Abbott Service Representative at Customer's request, which are outside the scope of the Agreement, are not part of Customer's Equipment Service Coverage and will be furnished subject to an additional charge at Abbott's then-current time and materials rates.

22.3. EQUIPMENT RELOCATION. Customer shall provide Abbott with prior written notice at least ten (10) days in advance of moving and relocating the Equipment from its installed site; Abbott may provide field service support for de-installation and re-installation of Equipment related to relocation and may charge a fee for such services on a time and materials basis according to Abbott's then-current rates. Improper moving may damage the integrity of the Equipment and, as such, any such damage arising from unilateral relocation of Equipment by Customer may, in Abbott's discretion, terminate any existing warranties and Service Coverage on this Agreement except for any outstanding obligations due and owing.

22.4. NEW CUSTOMER EQUIPMENT WARRANTY. The new Customer Equipment warranty will cover defects in workmanship and materials during normal use by the original purchaser and will last for a period of twelve (12) months, beginning at the time frame set forth in Section 2b ("Warranty Period"). The Customer Equipment warranty does not cover defect or malfunctions, which 1) are not reported to Abbott during the Warranty Period and within one week of occurrence; 2) result from chemical decomposition or corrosion; 3) are caused primarily by failure to comply with any requirement or instruction contained in the applicable Abbott operations manual; and/or 4) result from maintenance, repair or modification performed without Abbott's authorization.

22.5. EQUIPMENT SERVICE WARRANTY. Abbott warrants and represents that service furnished under this Agreement will be performed in a professional and workmanlike manner consistent with industry standards. As Customer's sole and exclusive remedy, Abbott will, at no cost to Customer, re-perform any such services not in conformance with the foregoing warranty that are brought to Abbott's attention within thirty (30) days after the services are provided.

22.6. REPLACEMENT PARTS. Replacement parts supplied by Abbott at any time, whether during or after the Warranty Period or the term of any service agreement, will be newly manufactured or rebuilt parts or assemblies. Customer may retain parts removed from Customer Equipment and all parts that are not eligible for or are not returned by Customer for Abbott credit will remain the property of Customer. In all cases where Abbott is permitted to charge Customer for parts, Abbott will replace and charge only for parts necessary to bring the Covered Equipment to operating condition. Abbott will warrant replacement parts and labor associated with such replacement parts for ninety (90) days, or the period of time set forth in Abbott's standard warranty, whichever is longer.

23. UPTIME GUARANTEE. During the Warranty Period, and the term of any service agreement, Abbott guarantees that the ARCHITECT or Alinity Equipment will be operational (capable of producing clinical test results) and will maintain a level of uptime equal to or better than 98% for the covered business hours according to the service agreement, excluding planned maintenance (i.e., preventative maintenance or system upgrades). Equipment is considered to be "up" when it can generate reportable results or function in the way for which it is intended and is based on the annualized covered hours in the applicable Equipment service agreement with Abbott. The measure divides the amount of unplanned downtime by the total covered time available to derive a percent (%) uptime. Equipment is considered to be "down" when it can no longer generate reportable results or function in the way for which it is intended. "Downtime" for each piece of Equipment covered by this Agreement means the period of time during Equipment's normally scheduled hours of operation that any of Customer's authorized users determine in good faith that the Equipment is not performing due to any malfunction of the Equipment during the Warranty Period, and the term of any service agreement. Downtime shall begin at the time Customer calls Abbott's technical hotline and Abbott dispatches a field repair person and will end with the Abbott's service report entry indicating that the issue is closed and both Customer and Abbott in good faith mutually agree in writing that the malfunction has been corrected and that the Equipment is up.

If at any time the Equipment becomes inoperable or down, Abbott will provide service as described in the applicable warranty ("Warranty") or service agreement. In addition, if the Equipment is down for greater than twenty-four (24) continuous hours, Abbott will be liable to Customer for all reasonable direct costs incurred by Customer in excess of the Product prices associated with purchasing an alternative product or utilizing third-party testing, including additional costs related to sample transportation or product integration to obtain reportable results as described in Abbott's Loyalty Program. If Abbott fails to satisfy the uptime guarantee stated above for the Equipment in a given calendar year, Abbott shall extend Customer's Equipment Warranty Period or extend Customer's Service agreement term at no additional charge by one (1) additional week for each one percent (1%) below the uptime guarantee, not to exceed more than four (4) additional weeks. Abbott must verify the failure to meet the uptime guarantee after being notified of such failure by Customer. If such Warranty or service agreement extension period exceeds four (4), weeks, and Customer has made best efforts to comply with Abbott's reasonable recommendations to resolve downtime issues, Customer may request full replacement of Equipment or to return the affected Equipment for full refund/credit.

24. CUSTOMER SERVICES. Abbott will cause Abbott's sales representatives and agents to use commercially reasonable efforts to comply with Customer's policies relating to access to facilities and personnel (to the extent such policies are communicated in writing to Abbott, which may include clear and conspicuous posting of such policies in Customer's facilities) and, if applicable, service calls by service representatives, to satisfy the needs of Customer. Abbott will promptly respond to Customer's written requests for verification of purchase and/or rental history as related to this Agreement.

25. ACCEPTANCE. Orders or requests received for Products are subject to acceptance by Abbott's corporate office at Abbott Park, Illinois. All terms and conditions contained in any form issued by Customer shall be null and void and entirely superseded by the terms and conditions of this Agreement, unless specifically accepted in writing by Abbott.

26. ABBOTTLINK. Should Customer use AbbottLink in conjunction with Abbott systems, Customer understands that AbbottLink is intended to transmit connected systems operational data, which may be used by Abbott and third parties providing services and products to Customer for troubleshooting, complaint investigation, performance monitoring, improvement, research, development, inventory management, usage analytics, billing and other related purposes. In addition, AbbottLink may be used to send system updates, to provide remote service and to facilitate Abbott's delivery of third-party services and products to Customer. The terms and conditions for Customer's use of such third-party services and products are to be provided to Customer separately by the applicable third parties. The use of AbbottLink does not in

VIZIENT MEMBER AGREEMENT – GENERAL TERMS AND CONDITIONS

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any way change the responsibilities of either Abbott or Customer, including, but not limited to, Customer's reporting and maintenance responsibilities. The data transmitted to Abbott by AbbottLink will not contain any protected health information or other confidential information related to physicians and/or patients.

27. **EMBEDDED SOFTWARE.** Abbott grants to Customer a non-exclusive, non-transferable, paid-up, royalty-free, worldwide license to software embedded in the Equipment ("Embedded Software") on the condition that (1) Customer has paid off the purchase price of the Customer Equipment or otherwise pays for its use of the Abbott Equipment according to all provisions of this Agreement; (2) Customer uses the Embedded Software only as a run-time component; (3) Customer will not change, alter or modify the Embedded Software, create derivative works, translations, reverse assemble, reverse compiling, disassemble, or in any way reverse engineering the Embedded Software; and (4) Customer will not (A) sublicense, rent, distribute, lease or otherwise transfer or assign any portion of the Embedded Software to any party or (B) use the Embedded Software for any purpose other than its intended use as provided in this Agreement.
28. **CONFIDENTIALITY.** The Parties acknowledge that Customer is a governmental entity subject to the provisions of the Nevada Public Records Act pursuant to Nevada Revised Statutes Chapter 239. As such, information or documents, including this Agreement and any other documents generated incidental thereto may be opened for public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests. Abbott acknowledges that Customer must gain approval from its governing body, the Southern Nevada District Board of Health, prior to executing this Agreement, which requires public posting of this Agreement, including pricing, in accordance with Nevada Open Meeting Law. This Section 28 shall survive for a period of ten (10) years from the date of expiration or termination of this Agreement. Nothing in this Agreement will operate to prohibit Member from disclosing any information to Vizient.
29. **STATEMENT OF ELIGIBILITY.** The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Abbott's status changes at any time pursuant to this Section 29. Abbott agrees to immediately notify Customer in writing, and Customer may terminate this Agreement immediately for cause, thereby eliminating the 60 day waiting period as described in the above Subsection 11.1.
30. **CODE OF CONDUCT.** By executing the Agreement, Abbott acknowledges it has read and agrees to comply as applicable with Customer's Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>

31. **DOCUMENT MODIFICATIONS.** Any modification to this Agreement made by Customer including, but not limited to, handwritten changes whether on this document or a Price Exhibit, an Addendum or an Amendment, shall constitute a counteroffer by Customer to Abbott. Abbott reserves the right to accept, reject or make a counteroffer with alternative language. Abbott shall use commercially reasonable efforts to reach an agreement with Customer on any reasonable modifications requested in its counteroffer.
32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each party acknowledges that an original signature or a legible copy thereof transmitted electronically in a portable document format (PDF) shall constitute an original signature for purposes of this Agreement.
33. **ENTIRE AGREEMENT.** This Agreement, all its Exhibit(s), and Amendments and all other items specifically incorporated herein by reference and the Vizient Agreement, represent the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes all prior agreements concerning the same.

GPO PRIMARY GROUP DESIGNATION FORM

ABBOTT LABORATORIES INC., D-943, CP1-4, 100 ABBOTT PARK ROAD, ABBOTT PARK, ILLINOIS 60064-6095

Customer Name	Southern Nevada Health District
Address	280 S. Decatur Blvd.
City, State, ZIP	Las Vegas, NV, 89107
Customer Programmatic Point of Contact	Nicholas (Nick) Gabler

Are you a member of a Group Purchasing Organization (GPO): YES No (*must check one*)

If "Yes" please identify which GPO(s) you are a member of (*you may select more than one*):

Vizient Premier Health Trust

Other (*please identify*):

Please identify which GPO you will be designating as your primary GPO, as it relates to the Products being purchased per this Agreement (*only select one*):

Vizient Premier Health Trust

Other (*please identify*):

The undersigned, duly authorized representative of the above named Customer hereby acknowledges and agrees on behalf of itself and all of its present and future affiliates ("Affiliates"), including without limitation the owned, leased and/or controlled facilities designated on the Membership Exhibit, that such Customer and its Affiliates hereby elect to make all their purchases of Products under this Agreement, pursuant to the purchasing agreements entered into by Abbott and the designated primary GPO identified above. Customer confirms, and hereby understands that Abbott shall only submit GPO administration fees to the primary GPO identified above for the Product purchases under this Agreement. Customer confirms, and hereby acknowledges, that Customer has elected on behalf of itself and its Affiliates not to purchase the Products under this Agreement from any other GPO not identified as primary above and this declaration shall supersede any letter of participation, letter of commitment or other membership designation previously entered into or agreed to by Customer with respect to Customer's, or any of its Affiliates', purchases from Abbott for the Products purchased under this Agreement. Once this form has been signed by Customer, any changes in primary GPO designation of Customer (and its Affiliates) shall require the submission of a new form by Customer.

VIZIENT MEMBER AGREEMENT – SERVICE EXHIBIT

ABBOTT LABORATORIES INC., D-943, CP1-4, 100 ABBOTT PARK ROAD, ABBOTT PARK, ILLINOIS 60064-6095

The table below describes Abbott’s available Service Packages for immunoassay and clinical chemistry Equipment. Refer to the Price Exhibit for identification of Customer’s selected Service Package(s) for Equipment. Unless otherwise stated, the components of the Service Package described below are provided during the hours identified in the table as the covered service hours for Customer’s selected Service Coverage (“On-Site Coverage Hours”).

SERVICE PACKAGE DESCRIPTIONS	ALWAYS ON Second Day	ALWAYS ON Next Day	ALWAYS ON Same Day
TELEPHONE SUPPORT			
LIVE TECHNICAL TELEPHONE SUPPORT: 24-hour, 7-days/ week @ 1-800-323-9100.	Included	Included	Included
SMARTPATH: Intelligent telephone system recognizes, and routes Customer based on service number entered.	Included	Included	Included
FASTPATH: Priority telephone call routing is based on service entitlement response highest to lowest.	Included	Included	Included
FIELD SUPPORT			
ON-SITE SERVICE: Field service representative dispatched to Customer location to perform on-site service. Coverage includes field service representative’s labor and travel during regular business hours.	Included	Included	Included
SECOND DAY RESPONSE: On-site service will be scheduled to arrive two (2) covered service days from request.	Included	Included	Included
NEXT DAY RESPONSE: Next covered business day on-site response on requests made within the On-Site Coverage Hours of the previous day. Excludes manufacturer recommended maintenance, predictive alerts, and Customer responsibilities as defined in the Agreement.		Included	Included
SAME DAY RESPONSE: Same day on-site response on requests made three (3) hours before the end of a day covered by On-Site Coverage Hours. For service requests received with less than three (3) hours remaining in a day covered by On-Site Coverage Hours, on-site service response is scheduled for the first covered day following the receipt of such request. Excludes manufacturer recommended maintenance, predictive alerts, and Customer responsibilities as defined in the Agreement.			Included
BUSINESS HOURS COVERAGE: Monday – Friday, 8:30 AM – 5:00 PM, excluding holidays ² .	Included	Included	Included
EXTENDED WEEKDAY COVERAGE: Monday – Friday, 8:30 AM – 11:00 PM, excluding holidays ² . Automation Only: Service calls made outside of covered service hours will be billed a flat rate of \$2,500 per service call.		Available Option	Available Option
EXTENDED WEEKEND COVERAGE: Saturday & Sunday, 8:30 AM – 5:00 PM, excluding holidays ² . Automation Only: Service calls made outside of covered service hours will be billed a flat rate of \$2,500 per service call.		Available Option	Available Option
FULL-EXTENDED COVERAGE: Monday – Friday, 8:30 AM – 11:00 PM, Saturday & Sunday, 8:30 AM – 5:00 PM, excluding holidays ² . Automation Only: Service calls made outside of covered service hours will be billed a flat rate of \$2,500 per service call		Available Option	Available Option
TOTAL 24 X 7 COVERAGE: 24-hour, 7 days/week, including holidays ² . (Not available in all geographical areas.)			Available Option ¹
UPTIME GUARANTEE: Abbott guarantees ARCHITECT and Alinity Equipment will be operational (meaning able to produce accurate outputs of On-Site Coverage Hours, excluding Preventative Maintenance time) per applicable percentage in a year.	98% ¹	99% ¹	99% ¹
MAINTENANCE AND REPAIR			
REPLACEMENT PARTS: Parts used to complete instrument repairs in accordance with manufacturer recommendations supplied at no additional charge, excluding consumables and accessories.	Included	Included	Included
MANUFACTURER RECOMMENDED MAINTENANCE: Abbott recommended maintenance procedures that optimize Equipment performance & reliability. Performed, during Regular Business Hours, excluding holidays ³ . Additional maintenance procedures available for purchase.	Included	Included	Included
MANUFACTURER RECOMMENDED OPERATIONAL AND SAFETY IMPROVEMENTS: Required instrument software and/or Equipment upgrades, excluding integration of new assays, application of non-approved reagents, or assay file optimization.	Included	Included	Included
LABORATORY SERVICES			
REMOTE DIAGNOSTIC CONNECTIVITY (AbbottLink): Event driven remote diagnostics to optimize system performance. (Only available on supported Equipment – Installation of AbbottLink required.)	Included	Included	Included
PREDICTIVE ALERTS: Proprietary notifications sent to Resourceful Professionals and/or Customers that predict services enhance Equipment operational efficiency. AbbottLink connectivity required.	Included	Included	Included
PROACTIVE REAL-TIME MONITORING: Equipment monitoring for analyzer errors that could result in loss of productivity and instrument failure. AbbottLink connectivity required.	Included	Included	Included
INSTANT VIRTUAL PRESENCE: Abbott remote support (with Customer permission) to remotely “see” and interact with instrument via screen share, enabling rapid diagnosis and resolution of problems. AbbottLink connectivity required.	Included	Included	Included
eUPDATES: Downloadable updates for instrument and assay content via “Abbott Mail” icon on the ARCHITECT or Alinity instrument’s screen. AbbottLink connectivity required.	Included	Included	Included
BUSINESS REVIEWS: Operational and Executive Business Reviews to review operational, financial and loyalty metrics as agreed upon between Abbott and Customer.	Annually	Bi-annually	Quarterly
MY LAB PORTAL: Portal access to manage Equipment utilization and performance.	Included	Included	Included
RESOURCE PROFESSIONAL: Abbott provides a team of service professionals to consult and support on general service and business needs, as well as providing certified technical service. Resourceful Professionals use Active Sense Technologies to access daily key performance indicators allowing for maximum uptime operations.	Included ¹	Included ¹	Included ¹

¹Availability based on geographical service area. Availability of on-site services is subject to safety conditions in the vicinity of Member’s site. Supplier has the right to temporarily suspend on-site services to the extent that Supplier reasonably determines that any natural disaster, accident, the neighborhood crime incidents, riots, violence during protests or events of similar nature (collectively “Dangerous Conditions”) make the transportation routes to Member’s site unreasonably dangerous to Supplier’s service personnel. Supplier shall immediately resume on-site services once the relevant Dangerous Condition ceases to exist.

²Holidays referenced herein means Abbott company holidays.



Southern Nevada Public Health Laboratory Price Exhibit

1/25/2024

Customer	Southern Nevada Public Health Laboratory
Billing Address	280 S. Decatur Blvd, Las Vegas, NV 89107, United States
Equipment Shipping and Service Address:	Southern Nevada Public Health Laboratory 700 S. Martin L. King Blvd. Las Vegas, NV 89107
National Account Affiliation	US-Vizient-Effective 1-1-2023
Sales Representative	Don Barnak
Initial Contract Term	5 years

Equipment

Description	List Number	Site	Qty	Acquisition Type	Purchase Amt. (Extended)	Periodic Fee (Extended)	Ownership
Alinity c Analyzer	03R67-01	Southern Nevada Public Health Laboratory	1	Purchase	\$150,000		Customer
Alinity c Analyzer Shipping	Ship-01	Southern Nevada Public Health Laboratory	1	Purchase	\$1,250		N/A
Total					\$151,250		

Allowances provided by Abbott

Associated Instrument	Site	Qty	Allowance per Instrument	Up to Amount (Extended)
Alinity c Analyzer	Southern Nevada Public Health Laboratory	1	LIS Allowance: 7500 Water Allowance: 10000	\$17,500
Total				\$17,500

Ancillary Items

Description	List Number	Site	Qty	Acquisition Type	Purchase Amt. (Extended)	Periodic Fee (Extended)	Ownership
Alinity c Additional Training	01DP4-44	Southern Nevada Public Health Laboratory	1	Purchase	\$0		Customer
Total							

Always On In-lab Services

Description	List Number	Site	Qty	Acquisition Type	Service Years	Periodic Fee (Extended)	Annual Fee (Extended)
Alinity c Always On Same Day	01DP4-02	Southern Nevada Public Health Laboratory	1	Monthly Purchase	5	\$1,583	\$19,000
Total							\$19,000

Customer Product Commitment

Description	List Number	Annual Test Volume	Price per Test	Annual Commitment
Alinity c Albumin (BCP) Reagent	08P03	1,000	\$0.100	\$100
Alinity c Alkaline Phosphatase Reagent	08P20	300	\$0.100	\$30
Alinity c ALT, Activated (Alanine Aminotransferase) Reagent	08P18	300	\$0.230	\$69
Alinity c Amylase Reagent	07P58	300	\$0.750	\$225
Alinity c AST, Activated (Aspartate Aminotransferase) Reagent	08P23	300	\$0.230	\$69
Alinity c Calcium Reagent	07P57	4,000	\$0.100	\$400
Alinity c Carbon Dioxide (CO2) Reagent	07P72	4,000	\$0.080	\$320
Alinity c Cholesterol Reagent	07P76	1,500	\$0.100	\$150
Alinity c CK (Creatine Kinase) Reagent	08P42	4,000	\$0.100	\$400
Alinity c CRP (Vario) Reagent	07P56	300	\$2.030	\$609
Alinity c Direct LDL Reagent	07P71	1,500	\$2.490	\$3,735
Alinity c Electrolytes Reagent	09D28	4,200	\$0.140	\$588
Alinity c Glucose Reagent	07P55	4,000	\$0.080	\$320
Alinity c HDL (Ultra) Reagent	07P75	1,500	\$0.750	\$1,125
Alinity c Hemoglobin A1c (Monitoring & Diagnostics) Reagent	08P43	3,000	\$2.490	\$7,470
Alinity c Iron Reagent	08P39	300	\$0.100	\$30
Alinity c Lipase NG Open Channel Reagent	04Y85	300	\$0.750	\$225
Alinity c Magnesium Reagent	08P19	300	\$0.100	\$30
Alinity c Phosphorus Reagent	04U03	300	\$0.100	\$30
Alinity c Total Protein Reagent	04T81	1,000	\$0.100	\$100

Alinity c Transferrin Reagent	08P38	300	\$1.560	\$468
Alinity c Triglycerides Reagent	07P77	1,500	\$0.100	\$150

Alinity c Urea Nitrogen Reagent	08P16	4,000	\$0.080	\$320
Alinity c Uric Acid Reagent	04U09	100	\$0.100	\$10
Total		38,300		\$16,973

Consumable Utilization Estimate*

Description	List Number	Acquisition Type	Estimated Annual Qty	Price per Unit	Annual Estimate
Alinity c Carbon Dioxide Calibrator Kit	08P72-01	Purchase	2	\$222.38	\$445
Alinity c CRP Vario Cardiac High Sensitivity Calibrator Kit (US)	07P56-05	Purchase	2	\$333.56	\$667
Alinity c CRP Vario High Sensitivity Calibrator Kit (US)	07P56-04	Purchase	2	\$333.56	\$667
Alinity c CRP Vario Wide Range Calibrator Kit (US)	07P56-03	Purchase	2	\$257.22	\$514
Alinity c Hemoglobin A1c Calibrator Kit	08P43-01	Purchase	2	\$270.12	\$540
Alinity c ICT Serum Calibrator Kit	08P69-01	Purchase	2	\$263.83	\$528
Alinity c ICT Urine Calibrator Kit	08P70-01	Purchase	2	\$263.83	\$528
Alinity c Iron Calibrator	04U75-01	Purchase	2	\$251.26	\$503
Alinity c Lipase NG Open Channel Calibrator Kit	04Y85-01	Purchase	2	\$263.83	\$528
Alinity c Lipid Multiconstituent Calibrator Kit	09P14-03	Purchase	2	\$223.30	\$447
Alinity c Multiconstituent Calibrator Kit	08P60-01	Purchase	2	\$194.74	\$389
Alinity c Specific Proteins Multiconstituent Calibrator	08P62-01	Purchase	1	\$202.55	\$203
Alinity c Acid Probe Wash	01R60-70	Purchase	4	\$145.20	\$581
Alinity c Acid Wash Solution	08P77-40	Purchase	6	\$108.54	\$651
Alinity c Alkaline Wash Solution	08P78-40	Purchase	6	\$108.54	\$651
Alinity c Customer Maintenance Kit	04S46-02	Purchase	1	\$3,851.76	\$3,852
Alinity c Customer Maintenance Kit	04S46-01	Purchase	1	\$2,399.00	\$2,399
Alinity C Cuvette Dry Tip	04S52-01	Purchase	1	\$293.29	\$293
Alinity C Cuvette Segment	04S47-01	Purchase	1	\$1,983.68	\$1,984
Alinity C Cuvette Segment Alignment Tool	04S70-02	Purchase	1	\$2,016.91	\$2,017
Alinity c Detergent A	08P96-70	Purchase	9	\$186.43	\$1,678
Alinity c Detergent B	08P97-81	Purchase	6	\$372.08	\$2,232
Alinity c Detergent B	08P97-80	Purchase	6	\$267.00	\$1,602
Alinity c ICT Reference Solution	08P76-40	Purchase	3	\$103.51	\$311
Alinity c ICT Sample Diluent	07P53-20	Purchase	1	\$592.62	\$593
Alinity c Maintenance Solutions (US)	08P98-71	Purchase	4	\$213.57	\$854
Alinity C Reagent Probe	04S49-01	Purchase	4	\$1,025.79	\$4,103
Alinity C Reagent Probe Screw	04S54-01	Purchase	1	\$349.63	\$350
Alinity C Reagent Probe Tubing	04S50-01	Purchase	3	\$210.94	\$633
ALINITY C Rgt Cartridge Black	04S17-50	Purchase	1	\$182.17	\$182
ALINITY C Rgt Cartridge Clear	04S17-40	Purchase	1	\$240.02	\$240
Alinity C Sample Probe	04S51-01	Purchase	1	\$1,219.39	\$1,219
Alinity C Sample Probe Screw	04S53-01	Purchase	1	\$210.94	\$211
Alinity ci Sample Cups	01R38-01	Purchase	1	\$123.52	\$124
Alinity c Hemoglobin A1c Control Kit	08P43-10	Purchase	5	\$210.15	\$1,051
Alinity c Multichem P	08P90-10	Purchase	3	\$621.88	\$1,866
Alinity c Multichem S Plus (Assayed) Lv 1	08P88-10	Purchase	3	\$255.67	\$767
Alinity c Multichem S Plus (Assayed) Lv 2	08P88-11	Purchase	3	\$255.67	\$767
Alinity c Multichem S Plus (Assayed) Lv 3	08P88-12	Purchase	3	\$255.67	\$767

*Annual volumes and costs are estimates and do not represent a commitment by either party. Items in this section are shown for convenience only and are not part of the reagent contract. If not specifically otherwise stated, products are priced at the current contracted GPO or list price, as applicable, and pricing is subject to change.

Total **\$37,935**