AMENDMENT NO. 1

ABBOTT RAPID Dx NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

Customer Shipping Address:		**Billing Address:**	
Customer Name	Collin County Health Care Services	Name	Collin County Health Care Services
Street Address	825 N. McDonald Street, Ste. 130	Address	825 N. McDonald Street, Ste. 130
City, State, ZIP	McKinney, TX 75069-2126	City, State, ZIP	McKinney, TX 75069-2126
Customer Number (s)		Phone	(972) 548-5500
National Account Affiliation		Sales Rep / Territory	Lisa Wright
Customer Point of Contact	Sophia Vilca	Term	See below

As of the Amendment Date, this Amendment modifies the Companion Agreement to Master Agreement referenced below (the "Agreement") between Abbott Rapid Dx North America, LLC ("Abbott" formerly known as Alere North America, LLC) and the customer set forth above ("Customer"). From the Amendment Date forward, all references to "Alere" and "Alere North America, LLC" shall be replaced with "Abbott" and "Abbott Rapid Dx North America, LLC" respectively.

Effective Date of the Agreement: September 28, 2021 **End Date:** September 27, 2022 **New End Date** September 30, 2023

In consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment. Customer and Abbott hereby amend the Agreement as follows:

A. Section B. Term on the first page of the Agreement shall be amended and replaced in its entirety with the following:

B. TERM. The term of this Agreement shall commence on the Effective Date and continue until the New End Date set forth above (the "Initial Term"). If the Master Agreement is terminated or expires prior to the end of the Term, the terms and conditions set forth therein shall continue with respect to this Agreement.

B. The Price Exhibit to the Agreement (included in Amendment if checked) shall be amended with the attached, updated Price Exhibit, with the following changes:

1. ☑ Product Change(s)
2. ☐ Equipment Change(s)

C. The Membership Exhibit to the Agreement (included in Amendment if checked) shall be amended with the attached, updated Membership Exhibit, with the following changes:

1. ☐ System Member Addition(s)
2. ☐ System Member Deletion(s)

D. The Emergency Use Authorization section of the Agreement shall be amended and replaced in its entirety with the Emergency Use Authorization Exhibit, as attached and incorporated herein.

E. ID NOW Purchase Commitment on the Price Exhibit of the Agreement shall be amended and replaced in its entirety with the following:

PURCHASE COMMITMENT. Subject to Section D of the first page of this Agreement, Abbott agrees to sell, and Customer agrees to purchase, the Product at the prices and volumes indicated below under the Reagents table during each Contract Year (as defined below) of the Term of this Agreement (the "Purchase Commitment"). Customer acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement. Abbott will review Customer's compliance with the Purchase Commitment on an annual basis during the Term. In the event that Customer does not, or notifies Abbott that it does not intend to, fulfill the Purchase Commitment in any Contract Year period, without need of a formal amendment to this Agreement, Abbott, at its sole discretion, shall be entitled to: (a) charge Customer the amount equal to the shortfall between actual dollar volume of Products purchased by Customer and the Purchase Commitment; and/or (b) consider and implement alternative measures to remedy the Purchase Commitment shortfall. If Customer purchases any Product from an authorized distributor, then such purchases shall count toward the Purchase Commitment; it being understood that any such purchases shall, in addition, otherwise be subject to separate terms and conditions between Customer and such authorized distributor. Customer acknowledges and agrees that, in any event, the Product is subject to EUA, the Fact Sheets and the terms of this Agreement. In the event that Abbott is unable to supply a Product under this Agreement and unable to provide a replacement product, Abbott shall suspend the Purchase Commitment for the applicable Product for the duration of time in which the Product is unavailable and adjust the Purchase Commitment accordingly for the current Contract Year. "Contract Year" shall mean the twelve (12) month period commencing upon the Effective Date of this Agreement and each consecutive 12-month period.

2. Miscellaneous. All terms and conditions set forth in the Agreement that are not amended hereby shall remain in full force and effect. This Amendment shall be governed by and construed in accordance with the substantive law as defined in the Agreement. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. This Amendment is the product of both of the parties hereto and, in the event of a dispute over its interpretation, the language of this Amendment will not be construed against one party in favor of the other. This Amendment, together with the Agreement, constitutes the entire agreement between such parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. As of the Amendment Date, any reference to the Agreement shall be deemed to refer to the Agreement as amended by this Amendment. This Amendment is only complete and in effect if accepted and signed by a duly authorized signatory from both parties.

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:

COLLIN COUNTY HEALTH CARE SERVICES

DocuSigned by:

Signature: Michelle Charnoski
8195959E82F645E...

Printed Name: Michelle Charnoski, NIGP-CPP, CPPB

Title: Purchasing Agent

Date: 9/30/2022

ABBOTT RAPID DX NORTH AMERICA, LLC

DocuSigned by:

Signature: Cassandra Kyle
34FE69C49256418...

Printed Name: Cassandra Kyle

Title: Contract Administrator

Date:

AMENDMENT DATE:

Amendment 1 Court Order No. 2022-2129-09-19

PRICE EXHIBIT

ABBOTT RAPID Dx NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

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City, State, ZIP	McKinney, TX 75069-2126	City, State, ZIP	McKinney, TX 75069-2126
Customer Number (s)		Phone	(972) 548-5500
National Account Affiliation		Sales Rep / Territory	Lisa Wright
Customer Point of Contact	Sophia Vilca	Term	Refer to Amendment No. 1

PRODUCTS

The Reagents Table shall be amended and replaced in its entirety by the following:

Reagents

Abbott Catalog#	Description	Annual Test Volume	Net Test Price	Net Kit Price	Purchase Commitment
190-000	ID NOW™ COVID-19 (24T)	1,200	$41.00	$984.00	$49,200.00
	TOTAL	1,200			$49,200.00

The Controls & Calibrators Table shall be amended and replaced in its entirety by the following:

Controls & Calibrators

Abbott Catalog#	Description	Net Price
190-080	ID NOW™ COVID-19 Control	$350.00

EQUIPMENT

No changes in the Abbott-Owned Equipment Table.

Abbott-Owned Equipment

Abbott Catalog#	Description	Current Qty.	Additional Qty.	Total Qty.	Total Equipment Value

EMERGENCY USE AUTHORIZATION EXHIBIT

ABBOTT RAPID Dx NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

Customer Shipping Address:		**Billing Address:**	
Customer Name	Collin County Health Care Services	Customer Name	Collin County Health Care Services
Street Address	825 N McDonald Street, Ste. 130	Street Address	825 N McDonald Street, Ste. 130
City, State, ZIP	McKinney, TX 75069-2146	City, State, ZIP	McKinney, TX 75069-2146
Customer Number (s)		Phone	(972) 548-5500
National Account Affiliation		Sales Rep / Terr	Lisa Wright
Customer Point of Contact	Sophia Vilca	Initial Term	Refer to Amendment No. 1

The additional terms in this Emergency Use Authorization Exhibit regarding each product authorized by the U.S. Food and Drug Administration ("FDA") under emergency use authorization shall apply to Customer and any System Members who purchase the applicable Products. To the extent that this Exhibit conflicts with the terms of the Agreement, the terms of this Exhibit shall prevail with respect to matters addressed in this Exhibit. Abbott may update this Emergency Use Authorization Exhibit from time to time upon written notice, without need for an amendment. Abbott is permitted at any time, in its sole discretion, to substitute Product authorized under an emergency use authorization with FDA cleared Product.

ID NOW COVID-19

The ID NOW™ COVID-19 test, catalog number 190-000, (the "ID NOW COVID-19 Product") has not been FDA cleared or approved. The ID NOW COVID-19 Product has been authorized by the FDA under an emergency use authorization for use by authorized laboratories and patient care settings, and has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens (the "ID NOW EUA"). Abbott's obligation to supply any ID NOW COVID-19 Product hereunder is contingent upon such Product being commercially available in the U.S. market pursuant to the ID NOW EUA or the ID NOW COVID-19 Product's clearance or approval clearance or approval by the FDA as an in vitro diagnostic. The ID NOW COVID-19 Product is only authorized under the ID NOW EUA for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "ID NOW EUA Period").

In connection with the ID NOW EUA, Abbott is providing Customer with the Fact Sheet for Healthcare Providers (the "ID NOW HCP Fact Sheet") and the Fact Sheet for Patients (the "ID NOW Patient Fact Sheet", and with the ID NOW HCP Fact Sheet, the "ID NOW Fact Sheets"), each set forth at https://www.globalpointofcare.abbott/en/product-details/id-now-covid-19.html. Customer shall include the ID NOW Patient Fact Sheet and/or ID NOW HCP Fact Sheet with all ID NOW COVID-19 Product result reports, as applicable. Any supply of the ID NOW COVID-19 Product hereunder shall be subject to the ID NOW EUA and the information set forth in the ID NOW Fact Sheets, and Customer shall make its patients aware of the ID NOW EUA and the ID NOW Fact Sheets.

Customer shall notify relevant public health authorities of its intent to run the ID NOW COVID-19 Product prior to initiating such testing and have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate. Customer shall only use the ID NOW COVID-19 Product as outlined in the package insert and in accordance with the authorized labeling. Customer shall require that any authorized personnel using the ID NOW COVID-19 Product (i) shall have been appropriately trained in performing and interpreting the results of the ID NOW COVID-19 Product and (ii) shall use appropriate personal protective equipment when handling the ID NOW COVID-19 Product.

Customer shall collect information on the performance of the ID NOW COVID-19 Product and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Abbott (via email: ts.scr@abbott.com) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the ID NOW COVID-19 Product of which it becomes aware. Customer shall ensure that any records associated with the ID NOW EUA are maintained until otherwise notified by the FDA and shall make such records available to the FDA for inspection upon request.