COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144787
PAGE 1 OF 11
DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF SAVANNA PLACEMENT AGREEMENT - PUBLIC HEALTH - QUIDELORTHO CORPORATION**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Savanna Placement Agreement with QuidelOrtho Corporation to purchase consumable testing products in exchange for use of an associated proprietary instrument at no additional charge.

BACKGROUND

Tarrant County Public Health North Texas Regional Laboratory (NTRL) performs routine clinical testing for sexually transmitted infections using both immunological and molecular methods. The Savanna instrument detects multiple pathogens in a single sample in less than twenty-five (25) minutes, eliminating the high costs and slow turn-around of other instruments of its kind.

This agreement obligates the NTRL to purchase consumables through an authorized distributor at set prices for the duration of the agreement, with a minimum purchase obligation of eighty-seven (87) tests annually. The agreement will be in effect when it is fully executed, and the term is sixty (60) months.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contact as to form.

FISCAL IMPACT

Funding in the amount of $5,775 is available in the following accounts:

T4100-2025 340B PMC/510050200 Public Health/521061 Lab Supplies.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

QuidelOrtho

diff

Agreement #	FHC-AG-0006230
Rep Name	Logan Stropko
Acct #	841751

SAVANNA PLACEMENT AGREEMENT

This Savanna Purchase Agreement (the "**Agreement**") is entered into by and between Quidel Corporation, a Delaware corporation and wholly owned subsidiary of QuidelOrtho Corporation ("**Quidel**"), having a place of business at 9975 Summers Ridge Road, San Diego, CA 92121 ("**Quidel Notice Address**"), and TARRANT COUNTY set forth below ("**COUNTY**" or "**Customer**").

Customer Information	**"Sold To" (Notice Address):**	**"Ship To" (If different than Sold To):**	
Customer Name	Tarrant County on behalf of Tarrant County Public Health		
Address	1101 S Main St Ste 1700		
City, Prov., PC	Fort Worth, TX 76104		
Primary Contact	Nancy Turnage		
Phone	(817) 321-4758	**Customer Account#**	
E-Mail	nturnage@tarrantcountytx.gov	**Distributor Rep**	
Fax		**Distributor Name**	
Quidel Customer #	**841751**		

1. **NATURE OF THE AGREEMENT.** Quidel desires to sell to COUNTY and COUNTY desires to purchase from Quidel or its authorized distributor, as designated, ("**Distributor**") certain tests used with the Savanna instrument(s) ("**Consumables**"), as described herein. In addition, Quidel desires to sell or provide to COUNTY, and COUNTY desires to purchase or use, the Savanna instrument(s) and any ancillary components related to the instrument(s) (the "**Equipment**") for use with the Consumables during the Term of the Agreement (respectively, the "**Equipment Purchase**" or "**Equipment Use**"). For purposes of this Agreement, Consumables and/or Equipment are collectively referred to as "**Product**" or "**Products.**"

2. **AGREEMENT TERM ("Term").** 60 -Months commencing on the Effective Date (as defined below).

3. **NON-APPROPRIATION OF FUNDS**. The parties acknowledge that COUNTY is a government funded entity and all funds for payment by COUNTY under this Agreement are subject to the availability of annual appropriation of funds. In the event the legislature fails to appropriate or allot the funds necessary for this Agreement in COUNTY'S approved budget in any fiscal year subsequent to that in which funds for this Agreement were first allocated, COUNTY may terminate this Agreement as provided in this section, provided, however, in no event shall such termination be effective earlier than the last date for which funds have already been so allocated under the COUNTY'S approved budget, and COUNTY shall fulfill its obligations under this Agreement applicable to all Products purchased and Equipment provided under the Agreement prior to such termination. Should this Agreement terminate under the provisions of this section titled "Non-Appropriation of Funds", COUNTY will provide Quidel with written notice as soon as is reasonably possible of the pending termination under this section, the effective date of which shall be at the end of COUNTY'S fiscal year in which funds had previously been allocated unless COUNTY states a later effective date of termination, and (i) the payment of any amounts due and owed under the Agreement through the date of termination, and (ii) return all Quidel-owned Equipment to Quidel in accordance with Section 10, and pay to Quidel the depreciated value of the Equipment provided under the Agreement as of the notice date using straight line depreciation and list price for the Equipment as of the Effective Date of this Agreement.

4. **PURCHASE COMMITMENTS.** In exchange for Quidel's agreement to provide COUNTY with the discounts provided herein, and the Equipment Use at no additional charge during the Term of this Agreement as set forth in Section 5, COUNTY shall purchase the Consumables in the amounts and at the prices designated in the table below for each year during the Term of this Agreement and shall satisfy its total requirements (the "**Annual Consumable Purchase Obligation**") for Consumables in each point of care molecular test category (e.g., influenza) for the duration of the Term of the Agreement from Quidel.

Product	**Catalog Number**	**Customer Price Per Kit**	**List Price Per Kit**	**List Price Per Test**	**Customer Price Per Test**	**Annual Consumable Purchase Obligation**	
						Tests	**$ (Dollar Amount)**
SAVANNA HSV 1+2 VZV Control Set – (1 positive swab, 2-1mL vials)	M409-1	$75.00	$75.00	$75.00	$75.00	1	$75.00
SAVANNA HSV 1+2 VZV Control Set – (4 positive swab, 4-1mL vials)	M409-4	$300.00	$300.00	$300.00	$300.00	1	$300.00
HSV 1+2 VZV Training Panel	20489	$1,200.00	$1,200.00	$1,200.00	$1,200.00	1	$1,200.00
SAVANNA HSV 1+2 VZV 12T, US	20445	$600.00	$839.40	$69.95	$50.00	84	$4,200.00

Aggregate Annual Consumable Purchase Obligation:	**87**	**$5,775.00**

If COUNTY fails to satisfy its total requirements obligations and/or purchases less than 75% of the individual test category or aggregate Annual Consumable Purchase Obligation within any annual period, then COUNTY shall have thirty (30) days (**"Cure Period"**) from the end of the applicable annual period to meet the purchase commitments and/or resume purchases to meet total requirements. If COUNTY fails to cure the Annual Consumable Purchase Obligation, then Quidel may, in its discretion, either: (i) raise pricing for the remaining Term of the Agreement based on volumes actually purchased, (ii) cause Customer to (and Customer agrees ithat it shall) pay to Quidel the aggregate difference between the discounted price for each of the Consumables previously purchased during the Term and the list price referenced in the table above for Consumables, within sixty (60) days of receiving notice of Quidel's determination if permitted under the laws and Constitution of the State of Texas, and/or (iii) terminate this Agreement and cause COUNTY to (and COUNTY agrees that it shall) return all Equipment at COUNTY's expense and if permitted under the laws and Constitution of the State of Texas, pay to Quidel an amount equivalent to the depreciated value of the Equipment at the termination date using straight line depreciation and list price for the Equipment on the Effective Date. For the sake of clarity, purchased Equipment shall not be subject of any obligation that requires a return of Equipment nor shall any repayment of depreciation apply to purchased Equipment. The parties acknowledge and agree that Quidel's offer of the Equipment Use to COUNTY at no additional charge is conditioned upon COUNTY's purchase of the Consumables set forth herein for use with the Equipment.

5. **EQUIPMENT Use.** The Equipment set forth below shall be provided to COUNTY at no additional charge, subject to the terms and obligations of Section 3. The "Fair Market Value" listed below reflects the annual discount amount associated with COUNTY's annual purchases of Consumables and is provided to support COUNTY's discount reporting obligations.

Product Description	Fair Market Value of Annual Use, per Unit	Quantity	Total Fair Market Value of Annual Use Provided to Customer (Unit Value x Quantity)	Total Charge
Savanna Instrument, Item 20382L	$8,333.33	1	$8,333.33	No additional charge
Aggregate Fair Market Value of Annual Use of Equipment Provided to Customer:			$8,333.33	No additional charge

This Agreement, including the Additional Terms and Conditions, exhibits and addenda, attached hereto (which are incorporated herein by reference), is entered into on the Effective Date written below and executed by the authorized representatives of Quidel and COUNTY.

TARRANT COUNTY	**QUIDEL CORPORATION**
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Effective Date:

ADDITIONAL TERMS AND CONDITIONS

FOR THE SAKE OF CLARITY, PURCHASES OF PRODUCTS THROUGH A DISTRIBUTOR ARE GOVERNED BY COUNTY'S AGREEMENT WITH THAT DISTRIBUTOR WITH RESPECT TO PURCHASE ORDER TERMS SUCH AS PAYMENT, FREIGHT, DELIVERY, RISK OF LOSS, AND RETURNED GOODS. THE PURCHASE ORDER TERMS HEREIN GOVERN PURCHASES MADE DIRECTLY WITH QUIDEL.

1. **ORDER PLACEMENT; DELIVERY AND SHIPMENT TERMS.** COUNTY must submit firm written purchase orders for Consumables. No order shall be binding upon Quidel unless and until accepted by Quidel in writing. COUNTY shall not be entitled to revoke, reschedule, or cancel any purchase order after acceptance by Quidel without Quidel's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Quidel will use reasonable efforts to deliver accepted orders in accordance with its delivery schedule provided by the order acceptance, acknowledgment, confirmation or similar document, and if no such schedule is stated, promptly. COUNTY acknowledges and agrees that under the circumstances of global pandemic and limited resources available for the manufacture of medical devices such as the Products herein, Quidel shall not have any liability for any failure to supply the Products herein, nor shall any delay or failure be considered a breach of this Agreement. In the event COUNTY purchases a third-party replacement product during any period that Quidel cannot supply the Products, such purchase will not constitute a breach of the Annual Consumable Purchase Obligation so long as such third-party products are not purchased at any time that the Products are again available from Quidel. In the event of a conflict between the provisions of a purchase order or acknowledgement and this Agreement, this Agreement shall control. All Products will be shipped by Quidel FOB Origin Quidel's point of shipment. All packing, transportation expenses, handling charges, freight, and insurance (if any) shall be for the account of COUNTY, and Quidel shall charge COUNTY for all such charges, costs and expenses as a separate line item on COUNTY's invoice. Quidel will select the mode of shipment and the carrier, but shall not be deemed thereby to assume any liability or responsibility in connection with the shipment nor shall the carrier be construed as an agent of Quidel. Title to the Consumables and risk of loss, damage and/or delay to the Consumables will pass to COUNTY upon Quidel's tender of delivery of the Consumables at the shipping point. Quidel shall not be obligated to procure additional insurance.
2. **CUSTOMER PRODUCT INSPECTION, ACCEPTANCE AND RETURNED GOODS POLICY.** COUNTY shall be allowed five (5) days from the date of receipt of any order to provide a written notice of rejection to Quidel of any Product that (i) fails in a material way to meet the Limited Warranty set forth below, (ii) is damaged, (iii) has other visible defects, or (iv) is shipped in error. Otherwise, COUNTY shall be deemed to have accepted the Product as shipped. PRIOR TO RETURNING ANY PRODUCT, COUNTY MUST REQUEST A RETURN GOODS AUTHORIZATION NUMBER FROM QUIDEL (THE "RGA NUMBER") AND DELETE ANY AND ALL PROTECTED HEALTH INFORMATION ("PHI") STORED IN THE EQUIPMENT, INCLUDING PATIENT ID'S AND ORDER NUMBERS. UNLESS QUIDEL HAS AUTHORIZED IN WRITING THE RETURN OF ANY PRODUCT, QUIDEL WILL NOT BE OBLIGATED TO ACCEPT, MAKE ANY EXCHANGE, REPLACE OR PROVIDE CREDIT OR REFUND FOR ANY PRODUCT RETURNED BY COUNTY. As promptly as practicable after written confirmation by Quidel of properly rejected Product and if Quidel desires that COUNTY return a Product, COUNTY shall return the same to Quidel freight prepaid. The parties acknowledge and agree, if any Products purchased by COUNTY herein are under Emergency Use Authorization ("EUA"), revocation of the applicable EUA or any other regulatory prohibition of the use of such EUA Products shall not in itself create any right for COUNTY to return such EUA Products under the applicable return goods policy or Limited Warranty of the Agreement, unless the FDA also immediately suspends or prohibits the use of such EUA Products. The parties agree that any Product that is subject to an EUA that is terminated or revoked by the FDA, shall be replaced under this Agreement by a substantially similar Product within the same test category that is 510(k) cleared or otherwise authorized for sale and use by the FDA. In the event no substantially similar substitute Product is cleared or authorized by the FDA, the parties further agree that any Product that is no longer authorized for sale by the FDA shall be removed from this Agreement without any further obligation to COUNTY or Quidel relating to such Product.
3. **PAYMENT TERMS, PRICING AND TAX INFORMATION.** Terms of payment are net thirty (30) days from date of invoice and in accordance with the Texas Prompt Payment Act. Prices set forth in the Agreement are guaranteed for one (1) year from the date of this Agreement. Quidel or Distributor, as applicable, may increase prices by an amount not to exceed three percent (3%) or the applicable increase in the National Consumer Price Index ("CPI"), whichever is lower, in any year beyond the initial year of the Agreement. All overdue payments shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, until all amounts are paid. Unless COUNTY is fully exempt from all taxes, COUNTY shall reimburse Quidel or pay directly if requested by Quidel all federal, state and local taxes which may be imposed upon the use, possession, ownership and/or loan of the Consumables and/or Equipment. Without limitation, Quidel shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code with respect to all Products possessed by COUNTY that have not been purchased and paid in full.
4. **EQUIPMENT USE AND CONSUMABLES.** COUNTY shall use Equipment (i) only in the United States or any territory of the United States at the COUNTY's "ship to" address (unless Quidel consents to moving the Equipment to another location); (ii) for COUNTY's "own use" and not for resale purposes; (iii) in the manner described in the User Manual, applicable Product labeling or according to Quidel's instructions; and (iv) in accordance with all applicable laws. COUNTY shall not disassemble, reverse engineer, make derivative works of, make any changes or alterations in, or modifications or attachments to, the Products, or remove any labels, signs, symbols, trademarks, or serial numbers affixed to the Products. COUNTY may use Quidel Equipment only with Quidel Consumables. As between the parties, Quidel will own all right, title, and interest in and to the intellectual property rights in the Products. Notwithstanding these limitations, COUNTY may purchase non-Quidel consumables for use with Equipment when such use is safe and appropriate with Quidel Equipment and medically necessary, upon patient request, or if, it is in the best interest of the patient. Further, COUNTY understands and agrees that at no time shall it own any Equipment placed at no additional charge and that all right, title and interest in such Equipment shall remain with Quidel, provided that, subject to the other terms and conditions in this Agreement, COUNTY shall have the right to use the Equipment, until the earlier of expiration of the Term or termination of this Agreement, with and in furtherance of COUNTY's use of the Consumables purchased by COUNTY from Quidel under this Agreement. Quidel reserves the right, upon reasonable notice to COUNTY, during COUNTY's regular business hours and in its sole discretion, to exchange, upgrade, swap-out, or substitute such Equipment provided by Quidel to COUNTY for COUNTY's use under this Agreement.
5. **SERVICE AND TECHNICAL SUPPORT.** Quidel shall provide service and maintenance for the Equipment (excluding network hardware) provided under this Agreement, during the Term of the Agreement, at no additional charge to COUNTY, provided that COUNTY fully complies with this Agreement. Prior to return of the Equipment to Quidel for service or maintenance, COUNTY must (i) obtain prior written approval from Quidel customer service, and (ii) delete any and all PHI stored in the Equipment. This Agreement does not cover service or parts for any attachments, accessories, or alterations not marketed by Quidel, nor to correct problems from their use. Throughout the Term of this Agreement, COUNTY shall be responsible for routine maintenance of the Equipment, including replacement of batteries and all maintenance and cleaning set forth in the Maintenance and Cleaning section of the User Manual. COUNTY will be responsible for any damage to the Equipment caused by COUNTY's acts or omissions, or by any service performed by persons other than Quidel's authorized dealer. Quidel reserves the right to use refurbished or reconditioned Equipment under this Agreement. COUNTY is hereby granted a limited, non-exclusive, non-sublicensable, non-transferable license to use the Quidel software loaded on the Equipment solely to enable COUNTY's use

of the Products. Service includes software upgrades for reliability or operational improvements at no additional charge (excludes menu expansion). Technical support is provided for all Products provided directly from Quidel Corporation. In the event Quidel develops new technology, COUNTY shall have the ability to upgrade to such new technology upon mutually agreeable terms and conditions.

6. **LIMITED WARRANTY.** QUIDEL WARRANTS (1) THAT THE CONSUMABLES SHALL CONFORM SUBSTANTIALLY WITH THE SPECIFICATIONS SET FORTH IN THE RELATED PACKAGE INSERTS AND COMPLY WITH AND BE MANUFACTURED, PACKED, STERILIZED (IF APPLICABLE), LABELED AND SHIPPED IN MATERIAL COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS AND STANDARDS; AND (2) THAT THE EQUIPMENT WILL BE MATERIALLY FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT (THE "LIMITED WARRANTY"). QUIDEL'S SOLE LIABILITY AND COUNTY'S SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY, OR IN RELATION TO ANY DELAY OR DEFAULT IN SUPPLYING THE PRODUCTS, OR ANY OTHER CLAIM SHALL BE LIMITED TO, AT QUIDEL'S OPTION, THE REFUND OR CREDIT OF THE PRODUCT PRICE FOR SUCH PRODUCT (INCLUDING SHIPPING COSTS) OR REPAIR OR REPLACEMENT OF SUCH PRODUCT (WITH NEW AND/OR RECONDITIONED PARTS OR PRODUCTS) AT QUIDEL'S COST AND EXPENSE (INCLUDING SHIPPING). QUIDEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER AS TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE, INTEROPERABILITY, OR NON-INFRINGEMENT, THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, OR ANY OTHER MATTER. QUIDEL DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT SOFTWARE IS ERROR-FREE, SECURE OR WILL OPERATE WITHOUT INTERRUPTION. QUIDEL DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION AS TO THE RESULTS OF ANY TEST PERFORMED USING THE PRODUCTS AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM COUNTY'S OR ANY THIRD-PARTY'S RELIANCE THEREON. QUIDEL'S MAXIMUM LIABILITY FOR ANY DIRECT DAMAGES IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE NET PRODUCT PRICE PAID BY COUNTY DURING THE TERM FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY. EXCEPT FOR LIABILITIES ARISING OUT OF (I) A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS; (II) INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (III) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE OR REVENUE, OR PROFITS IN CONNECTION WITH OR ARISING OUT OF QUIDEL'S PROVISION OF ANY PRODUCTS, OR COUNTY'S USE OF ANY PRODUCTS PROVIDED BY QUIDEL OR DAMAGE TO SYSTEMS, PROGRAMS, OR DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT APPLY TO EQUIPMENT DAMAGED THROUGH ABNORMAL USE, MISUSE, MISHANDLING, NEGLECT, ACCIDENT, NEGLIGENCE, TAMPERING OR UNAUTHORIZED SERVICE. THE TERMS SET FORTH HEREIN PURSUANT TO WHICH QUIDEL AGREES TO PROVIDE PRODUCT TO COUNTY REFLECT THE PARTIES' AGREED UPON ALLOCATION OF RISK AND LIMITATIONS, DISCLAIMERS AND EXCLUSIONS HEREIN SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

7. **COMPLIANCE WITH LAWS AND DISCOUNT REPORTING.** The parties shall comply with applicable state and federal laws in the performance of this Agreement, including, without limitation, the federal False Claims Act (31 U.S.C. §§ 3729 et seq.), the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)), the federal Physician Payment Sunshine Act (the "AKS", 42 U.S.C. § 1320a-7h), the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"), and any regulations implementing such laws, the U.S. Foreign Corrupt Practices Act, export sanctions, applicable laws prohibiting bribery of public officials and private persons, influence peddling and money laundering, as well as all comparable state and local laws and regulations. Any discounts provided in connection with the sale of products are intended to comply with the AKS. COUNTY shall fully and accurately report in applicable cost reports and other submissions to federal healthcare programs all discounts provided and, upon request of the Secretary of the U.S. Department of Health and Human Services or a state agency, shall make available information provided to COUNTY by Quidel concerning the discounts. COUNTY acknowledges that compliance with the AKS exception or regulatory safe harbor for discounts, including the reporting obligations, is a condition precedent for the sale of the Products and that Quidel would not have agreed to sell the Products hereunder had COUNTY not agreed to comply with such obligations. COUNTY acknowledges and agrees that Quidel is not a HIPAA Business Associate to COUNTY. COUNTY acknowledges and agrees that Quidel has the authority, in its sole and absolute discretion, to recall any Product to comply with applicable laws, and COUNTY agrees to fully cooperate with Quidel in the case of any such recall. If COUNTY is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to this Agreement, COUNTY shall immediately notify Quidel in writing of the investigation or inquiry, and shall provide Quidel with all assistance reasonably requested in relation to such investigation.

8. **ADDITIONAL COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations and the Texas Prompt Payment Act. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

9. **NON-DEBARRMENT/EXCLUSION.** Each party represents and warrants that neither it, nor any of its directors, employees, or agents, has ever been barred or excluded from participating in any federal or state health care program, or convicted of a criminal offense with respect to health care reimbursement. Each party shall immediately notify the other party if the foregoing representation becomes untrue, or if either party is notified by the Office of Inspector General of the Department of Health and Human Services or other enforcement agency that an investigation of the party or any of its directors, employees, or agents has begun which could lead to such debarment, exclusion, or conviction. In the event that either party or any of its directors, employees, or agents is debarred or excluded from participating in any federal or state health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that either party is in breach of this section, this Agreement shall, as of the effective date of such debarment or exclusion be automatically terminated.

10. **TERMINATION.** Either party may terminate this Agreement following a default by the other party of its obligations hereunder if such default is not cured within thirty (30) days after delivery of notice of such default to the defaulting party or the other party files a petition in bankruptcy, is adjudicated bankrupt, makes a general assignment for the benefit of creditors, or is voluntarily or involuntarily dissolved. Quidel may terminate this Agreement immediately upon written notice to COUNTY in the event COUNTY resells the Products to third parties as determined in Quidel's sole discretion. If neither party provides prior written non-renewal notice to the other party at least sixty (60) days prior to the end of the Term, then the Term shall be automatically renewed for successive thirty (30) day periods, (each a "Renewal Period") until all Quidel-owned Equipment is returned pursuant to the terms herein. Upon termination of this Agreement, if Equipment is not purchased, COUNTY will carefully pack and ship the Equipment to Quidel in substantially the same condition as received (ordinary wear and tear excepted) in accordance with the terms herein. If the Equipment is returned, COUNTY shall be responsible and liable for: (i) deleting any and all PHI stored in the Equipment, including all Patient ID's and Order Numbers; (ii) the loss of or damage to the Equipment including while it is in return transit; and (iii) the transportation expenses for the return of the Equipment.

11. **DISTRIBUTOR.** COUNTY, at its sole discretion, may select a Distributor of its choice. Quidel may delegate to Distributor any of Quidel's duties pertaining to distribution of Products or related activities under the Agreement. COUNTY acknowledges and consents to such delegation to Distributor. Any reference

to Quidel in this Agreement that imparts on Quidel any duty that Quidel has delegated to Distributor shall be construed as a reference to Quidel or to Distributor. The terms and conditions contained in any invoice, sales acknowledgement, bill of lading, or other document supplied by Distributor to COUNTY shall (a) govern the relationship between Distributor and the COUNTY and (b) supersede any inconsistent terms and conditions of this Agreement and any addenda or exhibits attached hereto, with respect to the terms of shipment and payment for Products delivered to the COUNTY by the Distributor, which terms include, without limitation, acceptance, damage or loss in transit, credit terms, payment terms, and shipping terms, but exclude any warranty terms (which warranty terms shall be solely as expressly set forth in this Agreement), indemnification terms, or liability terms. For the avoidance of doubt, pricing terms and purchase commitments for the Consumables and Equipment are as set forth in this Agreement.

12. **MISCELLANEOUS.** Quidel shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, pandemic, infringement claims, government takings, government rated priority orders, sales to federal or state government entities, or other causes beyond its reasonable control. COUNTY agrees that in such events Quidel may delay or allocate Products among all purchasers as it deems reasonable, without liability, and Quidel shall not be obligated to purchase substitute products for COUNTY. No changes to this Agreement shall be made or be binding upon either party unless made in writing and signed by both parties. No right created under this Agreement shall be waived unless expressly waived in writing and signed by the party possessing such right. This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law provision.. COUNTY agrees not to disclose the terms and conditions of this Agreement or any purchase order to any person except as required by law upon receipt of Quidel's prior written consent. COUNTY warrants that it will not, and will not permit or assist any other person or entity to, divulge, disclose, or in any way distribute or make use of Quidel trade secrets or intellectual property. If any law or court of competent jurisdiction makes any provision of the Agreement illegal, invalid or unenforceable, then the remaining terms and conditions shall remain in effect. Any notice between the parties shall be in writing and shall be deemed given only if delivered personally, by registered or certified mail, return receipt requested, or by overnight delivery to the Quidel Notice Address set forth in this Agreement, if given to Quidel, and the COUNTY Notice Address set forth in this Agreement, if given to COUNTY. Notices shall be deemed effective upon receipt. COUNTY shall not assign or transfer this Agreement, nor move, transfer, or assign the Equipment without Quidel's prior written consent and any attempted assignment, delegation or transfer by COUNTY without such consent will be void. Neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. No expiration or termination of this Agreement shall relieve COUNTY of any payment or other obligations accrued at the time of such expiration or termination. Any and all rights and obligations set forth in this Agreement, which by their nature and context are intended to survive such expiration or termination shall so survive.

13. **ENTIRE AGREEMENT**. This Agreement, including any addenda or exhibits, contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous written and oral agreements, proposals, understandings, and representations made between the parties. The parties acknowledge there are no contemporaneous written agreements or understandings not set forth herein.

SHIP TO ADDENDUM

This Addendum permits Quidel to accept purchase orders from the COUNTY "Ship To" entities referenced below, and permits Quidel to ship products directly to such entities. COUNTY represents that it has the authority to bind each entity to this Agreement, and each entity shall be bound by this Agreement, as if such entity signed this Agreement. Each entity shall be obligated for their purchases made pursuant to this Agreement.

Participating Sites:

Ordering Information

Distribution partner, please use information below for purposes of placing an initial sales order.

	ITEM NUMBER / SKU	QUANTITY
Additional Shipping Info		

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Savanna Placement Agreement - Public Health - QuidelOrtho Corporation

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245.

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****