

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.2  
(ID # 14930)**

**MEETING DATE:**  
Tuesday, May 11, 2021

**FROM:** (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Approve the Commitment Agreement with Nova Biomedical Corporation for the Glucose Statstrips and Equipment for Five (5) years, Effective June 1, 2021 through May 31, 2026, All Districts. [\$110,000 Annually; Total Aggregate Cost \$550,000 Up to \$11,000 in Additional Compensation Annually, 100% Hospital Enterprise Funds – 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Commitment Agreement with Nova Biomedical Corporation for the Glucose Statstrips and Equipment for five (5) years, effective June 1, 2021 through May 31, 2026, not to exceed an annual amount of \$110,000 for a total aggregate amount of \$550,000 and authorize the Chairman of the Board to sign the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement.

**ACTION:**

  
Jennifer Cruikshank, Chief Executive Officer - Health System 4/28/2021

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: May 11, 2021  
xc: RUHS-MC

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$9,167	\$110,000	\$550,000	\$0
<b>NET COUNTY COST</b>	\$9,167	\$110,000	\$550,000	\$0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Funds - 40050			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21-25/26

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This board action requests approval of a five (5) year non-cancelable agreement with Nova Biomedical for Glucose Statstrips and Equipment in support of the Riverside University Health System (RUHS) Laboratory Department.

An alternative glucometer and strip has been used for the last five years, however it had limitations. These limitations required handling instructions to be printed in the manufacturer insert and required nursing staff to analyze the level of illness in order to determine whether to run specimens on a second separate machine. This additional step adds critical time, sometimes up to five minutes compared to seconds with the Nova Statstrip. The Nova Biomedical Statstrip has a 6 second result. The Nova Statstrip glucometer is interference free, meaning that it is not only used for glucose monitoring of Type I and Type II diabetes, but also monitor complex medication regimens with a wide array of medical conditions.. It is FDA cleared for use with all patients, including the critically ill and all sample types: venous, arterial, capillary.

The COVID pandemic has been ongoing for more than year and it is now known that diabetes and stress hyperglycemia are common comorbidities of COVID-19. Clinical evidence supports tight glycemic management and the use of the Nova Statstrip will provide timely and accurate results without the use of an alternative test method for these critically ill patients. Glucose testing is an essential part of patient care that COVID has increased RUHS consumption from about 40 cases every three months to 40 cases every two days.

**Impact on Residents and Businesses**

This procurement will serve the residents of Riverside County by providing for patient safety through immediate glucose readings at the bedside for Riverside University Health System Medical Center and Clinics.

**Additional Fiscal Information**

There is sufficient appropriation in the department's FY20/21 budget and no additional County funds are required.



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Contract History and Price Reasonableness**

RUHS entered into a five year contract in November 2014 with Roche Diagnostics to purchase glucose test strips either directly from Roche or through pharmaceutical wholesalers. RUHS was provided 127 glucose meters with no initial investment, but rather a surcharge added to the per strip cost. The contract was amended to extend the period of performance in 2019 and again in 2020.

For the past few years, the meters and supplies have been a divided responsibility between the Laboratory Department overseeing the equipment and the Pharmacy facilitating the glucose strips and solutions. RUHS desires to enter into a new agreement with Nova Biomedical that would consolidate the equipment and supplies under the oversight of one department, Laboratory, thereby streamlining this critical commodity used by RUHS.

Four quarterly shipments of flat strips controls this expense. These quarterly shipments will have the added feature of being sequestered lots which minimize staff data entry. Included in this agreement are 120 glucometers, docking stations and warranty with no upfront costs, instead a surcharge of 11 cents is added to each strip.

RUHS seeks to utilize Nova Biomedical via Vizient GPO membership. Through Vizient GPO comprehensive contracting process competition has been found by this Board to meet the statutory requirements for competition (September 17, 2019 Item #15.2). Successful participation in the competition administered by Vizient establishes Nova Biomedical's pricing as competitive with others in the same market.

ATTACHMENT A      Commitment Agreement

  
Tina Grande, Director of Purchasing      4/30/2021

  
Gregory P. Priarios, Director County Counsel      5/3/2021





Nova Biomedical  
 200 Prospect Street  
 Waltham, MA 02454  
 Phone 1-800-458-5813  
[www.novabiomedical.com](http://www.novabiomedical.com)

Vizient Glucose - Contract No. LB0641 - Tier 5

This Commitment Agreement ("Agreement") between Nova Biomedical Corporation, a Massachusetts corporation, ("NOVA") and the Customer identified in SECTION 1 ("Customer"), effective as of the date this Agreement is signed by the Customer ("Effective Date"), contains the Parties' commitment with respect to the sale and purchase of NOVA's StatStrip Point-of-Care Glucose Meters ("Meters"), StatStrip Glucose Strips ("Strips"), and related equipment and products ("Equipment"). Meters, Strips, and Equipment may be collectively referred to in this Agreement as "Products." This Agreement is entered into pursuant to that certain Capital Equipment Supplier Agreement for Point-of-Care Testing, LB0641, between Vizient Supply, LLC, and Nova Biomedical Corporation dated as of April 1, 2016 (the "Vizient Agreement"). This Agreement is written in "Plain English." The words "you" and "your" refer to the Customer. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read Agreement.

**1. Your Information**

Legal Business Name The County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System-Medical Center  
 Address 26520 Cactus Ave  
 City, State, Zip Moreno Valley, CA 92555  
 Phone # (951) 486-4000  
 Fax # \_\_\_\_\_  
 E-Mail Address c.bol@ruhealth.org  
 Federal Tax ID # \_\_\_\_\_

**2. Agreement Type: Cost per Strip Program**

**3. Agreement Commitment**

The Agreement Term is for a 60 month period. You agree, over the Agreement Term, to honor the committed unit quantity over agreement term set forth in the following table (the "Committed Quantity"). If you fail to purchase the Committed Quantity by the end of the Agreement Term, NOVA will ship all remaining product required to meet the Committed Quantity and you agree to pay immediately any unpaid balance owing under this Agreement. You also agree to honor the annual minimum strip purchase commitment (the "Annual Committed Quantity") listed below. If you fail to order the Annual Committed Quantity in each twelve month period of the Agreement, NOVA reserves the right to ship and invoice the remaining quantity of cases required to meet the Annual Committed Quantity. You agree to all terms and conditions contained in this Agreement and any supplement, which together with the Vizient Agreement are a complete statement of our Agreement regarding the listed Products and supersede any conflicting terms of any purchase order or outstanding invoice. All Products shall be obtained from NOVA.

Description	Catalog#	Unit of Measure	Annual Minimum Strip Purchase Commitment	Committed Unit Quantity Over Agreement Term
StatStrip Glucose Strips (1,800 test strips/case)	42214	Case of 1,800 Test Strips	255,000	709

**4. Equipment**

NOVA agrees to provide the Equipment identified in the following TABLE 1 as part of this Agreement. The total value of the Equipment included in this Agreement is provided in TABLE 1.

TABLE 1

Description	Catalog #	Quantity	Per Unit Agreement Price	Total Cash Price*
Nova StatStrip Glucose Hospital Meter with 2D Barcode Reader and Wireless Option	54790	120	\$600.00	\$72,000
Single Docking Station, POS Statstrip Conn Mtr	53400	120	\$120.00	\$14,400
StatStrip Linearity Kit, (5 levels, 1 of each bottle)	42173	Order Quarterly	\$68.00	\$0.00
Control Solution 1, StatStrip (1 bottle per package)	41741	Order Quarterly	\$5.00	\$0.00
Control Solution 3, StatStrip (1 bottle per package)	41743	Order Quarterly	\$5.00	\$0.00

\*Finance Charges are not included in Total Cash Price

You acknowledge that you will pay for said Equipment through a surcharge included in the Case Price of Strips. The component list for the Total Case Price for Strips is identified in the Schedule A-1. The Total Case Price may consist of Strips, Controls, Meters, Warranty, Training, Connectivity and/or a Buyout Agreement as described in the Schedule A-1.

5. PAYMENT TERM FOR PRODUCTS: Shipment interval will be defined in Schedule B-1 unless otherwise arranged. Invoices for products and any applicable sales, use or property tax will be due 30 days from invoice date. If NOVA pays any tax on your behalf, you agree to reimburse NOVA promptly along with a processing fee. NOVA has the right to apply all sums received from you to any amounts due and owed to NOVA under the terms of the Agreement.

6. TITLE: You and NOVA acknowledge that the Equipment in Table 1 has been provided under a financed purchase plan in conjunction with NOVA. Ownership of all Equipment in TABLE 1 shall transfer to you upon fulfillment of this Agreement obligation. You are responsible for replacement of any component of the Meter(s) due to theft, loss, opening of Meter components, or damage including damage resulting from using software other than the NovaNet Instrument Manager Software. No such loss or damage relieves you from the payment obligations under this Agreement. Any proceeds of insurance will be paid to NOVA and applied against any loss or damage. You agree to pay us any filing fees prescribed by the Uniform Commercial Code (UCC) or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction.

7. NOVA WARRANTY AND SERVICE: NOVA warrants that the Products will be free from defects in material and workmanship and that they will conform to their respective labeled specifications from the date of delivery through the warranty period. Extended warranties on the Meters may be purchased at an additional cost. For required maintenance contact NOVA at 1-800-545-6682. NOVA calibrates Meters to function with genuine Strips only and NOVA does not warrant the performance of the Meters if other brands of test strips are used. NOVA warrants that any Product with a stated expiration date will be free from defects in material and workmanship and will conform to its labeled specifications from the date of delivery until its respective expiration date, provided the Product has not been opened or damaged. NOVA warrants that any non-meter Products without expiration dates will be free from defects in material and workmanship and that they will conform to their respective labeled specifications for a period of two years from the date of delivery. NOVA further warrants that no Product bearing its name and covered by this Agreement is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event of a breach of the foregoing, NOVA will, at its option, either replace all non-conforming Products or refund the purchase price. In no event shall NOVA be liable to you for loss of profit, loss of use, damage to persons or property, or special, incidental, or consequential damages of any kind resulting from breach of warranty or any other obligation under this Agreement.

8. THIRD-PARTY SOFTWARE: Notwithstanding any other terms and conditions of the Agreement, you agree that, as to third-party software only, NOVA has no responsibilities whatsoever with respect to such third-party software beyond its financing payment obligations. NOVA MAKES NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION, OR FITNESS FOR A PARTICULAR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTED NATURE OF SUCH SOFTWARE. NOVA IS FINANCING THE ACQUISITION OF THE SOFTWARE ONLY AND IS NOT RESPONSIBLE FOR ANY UPGRADES OR SUPPORT.

INITIAL \_\_\_\_\_

MAY 11 2021 15.2



9. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured against loss with NOVA as loss payee in an amount not less than the replacement cost of the Equipment for the entire Agreement Term. Any proceeds of insurance will be paid to NOVA and applied against any loss or damage. You also agree to obtain a general commercial liability insurance policy from anyone who is acceptable to NOVA and to include NOVA as an insured on the policy. You agree to provide NOVA certificates or other evidence of insurance acceptable to NOVA before this Agreement begins or, should you wish NOVA to waive this requirement, NOVA will bill you and you will pay a property damage surcharge of up to .35 per cent of the Equipment cost as a result of NOVA's administrative costs, credit risk, and other costs. NOVA may make a profit on this program. As long as you are current at the time of the loss (losses from intentional acts are excluded), the remaining balance owed under this Agreement will be forgiven. **YOU MUST BE CURRENT TO BENEFIT FROM THIS PROGRAM. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THE EQUIPMENT.**

10. **ASSIGNMENT:** The parties shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

11. **DEFAULT AND REMEDIES:** You shall be in default under this Agreement if any of the following events occur: a) You fail to pay any charges when due or fail to perform any other term or condition of this Agreement and such failure continues for ten (10) days after written notice thereof by NOVA; b) You become insolvent or admit in writing your inability to pay your debts; or c) You do not, or you notify NOVA that you do not intend to, fulfill your Committed Quantity obligation. In the event of your default, NOVA shall be entitled to: a) declare all amounts owed under this Agreement immediately due and payable; b) terminate this Agreement; and c) collect from you a sum equal to the Committed Quantity multiplied by the case price set out in Schedule A-1, less your payments made prior to the date of termination in satisfaction of such Committed Quantity. In addition to all amounts due and payable by reason of default under this Agreement, you shall be liable for any and all other costs, expenses, and damages, including without limitation reasonable attorney's fees, collection agency fees and expenses, and all other expenses of collection incurred by NOVA. If NOVA has to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe NOVA under this Agreement. **NOVA WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY NOVA UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce NOVA's rights under this Agreement does not prevent NOVA from enforcing any rights at a later time.

12. **MAINTENANCE/SUPPLIES/SERVICE:** You agree to pay the payments under this Agreement and the Schedules, which may include charges for Product maintenance and/or warranty services (collectively, the "Services") to be furnished by NOVA to you for use with the Equipment. You agree that you will look only to NOVA for the furnishing of Products and the performance of Services.

13. **INSURANCE.** Without limiting or diminishing NOVA's obligation to indemnify or hold Customer harmless, NOVA shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, Customer herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:** If NOVA has employees as defined by the State of California, NOVA shall maintain statutory Workers' Compensation Insurance (Coverage A) as applicable by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$500,000 per person per accident. The Workers' Compensation policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of NOVA's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:** If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then NOVA shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Customer Risk Manager. If the Customer's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) NOVA must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Customer Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to Customer, and at the election of the Customer's Risk Manager, NOVA's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with Customer, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) NOVA shall cause NOVA's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Customer Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. NOVA shall not commence operations until Customer has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that NOVA's insurance shall be construed as primary insurance, and Customer's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; Customer reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Customer Risk Manager's reasonable judgment, the amount or type of insurance carried by NOVA has become inadequate.

6) NOVA shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to Customer.

8) NOVA agrees to notify Customer of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

14. **NOTICES.** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

CUSTOMER:  
Riverside University Health System-Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555

NOVA:  
NOVA Biomedical Corporation  
200 Prospect Street  
Waltham, MA 02454

15. **RECORDS/AUDITS.** NOVA shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of NOVA's costs related to this Agreement. All such books, documents and records shall be maintained by NOVA for at least five years following termination of this Agreement and be available for audit by the Customer. NOVA shall provide to the Customer reports and information related to this Agreement as requested by Customer.

16. **RELATIONSHIP OF PARTIES.** NOVA is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Customer. It is expressly understood and agreed that NOVA (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which Customer employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and NOVA shall hold Customer harmless from any and all claims that may be made against Customer based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

17. **QUALIFICATIONS OF NOVA.** NOVA shall comply with all requirements of the US Food and Drug Administration (USFDA). All licensing requirements shall be met at the time proposals are submitted to Customer. NOVA warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States FDA, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

INITIAL



18. **NON DISCRIMINATION.** NOVA shall not discriminate in the provision of services, allocation of benefits, accommodation of facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable laws, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 51210 et seq) and all other applicable laws or regulations.

19. **ENTIRE AGREEMENT.** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

20. **ELECTRONIC SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (j) of Section 1633.2 of the Civil Code.

The County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System—Medical Center

*Karen S. Spiegel*

Authorized Signature

Karen Spiegel

Print Name

Chair, Board of Supervisors

Title / Date

Nova Biomedical Corporation, a Massachusetts corporation

*Robert Fox*

Authorized Signature

Robert Fox

Print Name

Sr. Director of North American Sales

Title / Date

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]*  
DANIELLE D. MALAND

**Schedule A-1 StatStrip**

Part Number	Description	Quantity	Case Price	Cost per Test Strip
42214	StatStrip Glucose Strips (1,800 test strips/case)	709	\$513.00	\$0.285
54790	Nova StatStrip Glucose Hospital Meter with 2D Barcode Reader and Wireless Option*	120	\$126.67	\$0.070
53400	Single Docking Station, POS Statstrip Conn Mtr*	120	\$25.34	\$0.014
99813	StatStrip/StatSensor/Lactate Extended Meter Warranty (extends through the end of the contract)	Included	\$46.08	\$0.026
<b>Total StatStrip Case Price</b>			<b>\$711.09</b>	<b>\$0.395</b>

\*Includes financing charges.

Total Case Price includes the items and quantities listed in Schedule A-1.

**Control Pricing**

Part Number	Description	Unit Price
41741	Control Solution 1, StatStrip (1 bottle per package)	\$5.00
41743	Control Solution 3, StatStrip (1 bottle per package)	\$5.00
42173	StatStrip Linearity Kit, (5 levels, 1 of each bottle)	\$68.00
46827	StatStrip/StatSensor/Lactate Batteries (Pkg of 4)	\$150.00

**Schedule B-1: StatStrip Shipping Interval**


Shipping Intervals (Months)
4 Shipments Annually - 1 Shipment every quarter to one central location

NOVA ships all Strips in case quantities only. Amount due is the number of cases shipped multiplied by the agreed upon case price set forth in Schedule A-1. The total agreed upon Strip quantity is rounded up to even case quantities and final shipment will be adjusted based on agreed upon quantities. Package quantities are described in Schedule A-1. Taxes, freight, and handling charges may be added to the case price.

All shipments of Products directly to you per Schedule B-1 shall be Net F.O.B. destination via ground with all costs of transportation and insurance paid by NOVA. However, any extra shipments, special delivery, and/or air shipments that you request shall be prepaid by Nova and the shipping and handling fees will be invoiced to you for payment pursuant to the payment terms set forth in Section 5 of this Agreement

In order to avoid extra shipping charges on Control Solutions and Linearity Kits, Nova recommends that you order these items in conjunction with your quarterly purchase of Strips.


May 11, 2021  
 Customer Signature Date  
**KAREN SPIEGEL** CHAIR, BOARD OF SUPERVISORS

  
 Nova Biomedical Signature 3/24/2021  
Date

ATTEST:  
 KECIA R. HARPER, Clerk  
 By  DEPUTY