



# County of Santa Clara

Office of the County Executive  
Procurement Department  
2310 N. First Street, Suite 201  
San Jose, CA 95131-1040

Telephone 408-491-7400 • Fax 408-491-7496

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## THIRD AMENDMENT TO AGREEMENT 5500002059 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND ABBOTT LABORATORIES, INC.

This is the **Third** Amendment to the Agreement between the County of Santa Clara (County) and **Abbott Laboratories, Inc.** (CONTRACTOR) entered into on **April 6, 2011** to provide reagents and services for the County.

This Agreement is amended as follows effective April 5, 2016:

1. Key Provision, **AGREEMENT TERM**, on page 1 of the Agreement is revised to read: "This Agreement commences on **April 6, 2011** and expires on **April 5, 2019** unless terminated earlier or otherwise amended."
2. Key Provision, **TOTAL VALUE**, on page 1, is revised to read: "CONTRACTOR is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Agreement, not to exceed **3,486,000** which represents an increase of **\$1,350,000** from the prior not to exceed (NTE) amount of **\$2,136,000**."
3. Add **Exhibit B-2, Additional Pricing and Compensation**, attached hereto and incorporated herein by this reference.
4. Paragraph # 17 on page 6 in **Exhibit A/ County of Santa Clara Standard Terms and Conditions for Agreement for Goods and Related Services**, is revised to read:

### TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving at least ninety (90) days written notice prior to the intended date of termination specifying the effective date and scope of such termination. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services.

Third Amendment to Agreement 5500002059  
Between the County of Santa Clara and Abbott Laboratories, Inc.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian  
County Executive: Jeffrey V. Smith

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5. Add to this Agreement:

**WAGE THEFT PREVENTION**

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR

ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: **Anu Ethiraj** at 408-491-7431 or [Anu.Ethiraj@prc.sccgov.org](mailto:Anu.Ethiraj@prc.sccgov.org)

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

*et*   
\_\_\_\_\_  
Long Zhang Date 3/18/16  
Procurement Manager

  
\_\_\_\_\_  
Janti Vandertuig Date 3/22/16  
Director of Procurement

ABBOTT LABORATORIES, INC.

By: Melissa Christoffel-Caprice

Print: Melissa Christoffel-Caprice

Title: Senior Business Manager

Date: 03/17/16

Attachments: Exhibit B-2-Additional Pricing and Compensation

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**Exhibit B-2**  
**Additional Pricing and Compensation**

**Equipment Exhibit**

Product List Number	Equipment Description	Serial Number	Equipment Buy-Out Purchase Amount
07K25-001	m2000sp/rt	10386 / 275021114	\$1.00
<b>Total Equipment Buy-Out Amount:</b>			<b>\$1.00</b>

Transfer of Equipment Title:

In exchange for the purchase price of One Dollar (\$1.00), Abbott Molecular agrees to transfer all of Abbott Molecular right, title, and interest in the equipment m2000sp/rt S/N 10386/275021114 to the County of Santa Clara, Santa Clara Valley Medical Center (SCVMC).

Abbott Molecular warrants that the equipment m2000sp/rt S/N 10386/275021114 title as transferred to SCVMC shall be free and clear of any liens and encumbrances.

**Product Price Exhibit**

Product List Number	Product Description	Product Price (Kit)	Estimated Annual Purchase (Kit Volume)	Total Product Price
<b>HIV IVD</b>				
06L18-090	HIV-1 Reagent Kit	\$3,126.72	55	\$171,969.60
06L18-080	HIV-1 Control Kit	\$475.00	9	\$4,275.00
06L18-070	HIV-1 Calibrator Kit	\$950.00	2	\$1,900.00
<b>HIV Subtotal:</b>				<b>\$178,144.60</b>
<b>HCV IVD</b>				
01N30-090	REALTIME HCV QUANT IVD	\$3,129.41	46	\$143,952.86
01N30-080	HCV CONTROL KIT	\$475.00	14	\$6,650.00
01N30-070	HCV CALIBRATOR KIT	\$950.00	3	\$2,850.00
<b>HCV Subtotal:</b>				<b>\$153,452.86</b>
<b>HBV IVD</b>				
02N40-091	RealTime HBV Amplification Kit, US	\$2,901.41	25	\$72,535.25
02N40-080	REALTIME HBV CONTROL KIT US	\$475.00	6	\$2,850.00
02N40-070	REALTIME HBV CALIBRATOR KIT, US	\$950.00	3	\$2,850.00
<b>HBV Subtotal:</b>				<b>\$78,235.25</b>
<b>m2000 Sample Preparation &amp; Consumables</b>				
06K12-024	Sample Prep GPR Pack DNA	\$362.12	25	\$9,053.00

04J70-024	Sample Prep GPR Pack RNA	\$362.12	96	\$34,763.52
04J71-093	Abbott m2000rt Optical Calibration	\$525.09	1	\$525.09
09K33-001	LAMP; M2000RT HALOGEN	\$225.00	1	\$225.00
01N71-001	m2000 m-Syst Wrench	\$60.00	1	\$60.00
03L78-060	Proteinase K	\$115.00	24	\$2,760.00
04J71-010	1000ul Pipette Tip	\$471.00	2	\$942.00
04J71-017	200ul Pipette Tip	\$244.00	6	\$1,464.00
04J71-020	Reaction Vessels	\$233.00	6	\$1,398.00
04J71-060	200mL Reagent Vessel	\$29.00	14	\$406.00
04J71-030	96 Deep Well Plate	\$196.00	16	\$3,136.00
04J71-070	96-Well Reaction Plate	\$49.00	15	\$735.00
04J71-075	Optical Seal	\$225.00	3	\$675.00
04J71-080	Master Mix Tubes	\$45.00	2	\$90.00
04J71-045	Biohazard bag	\$35.00	2	\$70.00
<b>Subtotal Disposables:</b>				<b>\$56,099.52</b>
<b>Total :</b>				<b>\$466,135.23</b>

Pricing will remain firm for the term of the Agreement.

The County of Santa Clara shall not guarantee any quantities or minimum purchases, and may purchase more or less at the pricing stated above.

**Equipment Service/Maintenance:**

Product List Number	Equipment Description	Serial Number	Equipment Annual Service
04N41-60-3yr	m2000sp/rt One Core Performance Coverage	10386 / 275021114	\$14,000/YR
Total Equipment Service X 3 years:			\$42,000

- Service shall be billed annually.
- All invoices shall be sent to the following:
  - SCVMC Accounts Payable
  - 2325 Enborg Lane, Suite 380
  - San Jose, CA 95128

A copy of the invoice shall be emailed to: [Stefanie.wong@hhs.sccgov.org](mailto:Stefanie.wong@hhs.sccgov.org) and [Susan.collins@hhs.sccgov.org](mailto:Susan.collins@hhs.sccgov.org)

Upon termination or cancellation, the County will receive a pro-rated refund from the time the contract was cancelled.

**SERVICE COVERAGE ONE CORE PERFORMANCE COVERAGE:**

TELEPHONE SUPPORT: LIVE TECHNICAL TELEPHONE SUPPORT: 1-800-553-7042 (option 2),  
M2000 Support: Monday – Friday 7am – 7 pm (Central Time Zone)  
FISH Genetics Support: Monday – Friday 8 am – 5 pm (Central Time Zone)

**FIELD SUPPORT**

**ON-SITE SERVICE:** Field service engineer dispatch to Customer location to perform on-site service. Coverage includes field service engineer's labor and travel.

**RESPONSE CLAUSES: SCHEDULED RESPONSE:** On-site service will be scheduled to arrive three (3) covered service days from request.

**MAINTENANCE AND REPAIR**

**REPLACEMENT PARTS:** Abbott will replace non-consumable parts that have failed due to damage or normal wear including those discovered during Preventative Maintenance at no additional cost to the County.

**MANUFACTURER RECOMMENDED PREVENTATIVE MAINTENANCE ("PM"):** Routine regularly scheduled maintenance activities to perform alignments and verifications to assure Equipment meets the operation specifications of manufacturer. This service is performed Monday through Friday, 8:30 AM – 5:00 PM, excluding holidays ("Business Hours")

**MANUFACTURER RECOMMENDED OPERATIONAL AND SAFETY IMPROVEMENTS:** Required software and/or equipment upgrades including Technical Service Bulletins are included at no additional cost to the County, excluding integration of new assays.

**PERIPHERALS:** Peripherals are covered during the manufacturer's warranty, where "Peripherals" shall mean any printer, keyboard and/or monitor provided by Abbott with the Equipment.

**LABORATORY SERVICES**

**STANDARD INSTRUMENT INTEGRATION:** Comprehensive Equipment integration support to configure new Equipment and all Products by performing verification studies and data analysis are included...

**REMOTE DIAGNOSTIC CONNECTIVITY (AbbottLink):** Event driven remote diagnostics to optimize system performance.

**ON-SITE COVERAGE HOURS:**

Business Hours Coverage: 8:30AM – 5:00PM, Monday – Friday, excluding holidays.

Unless otherwise stated, the components of the Service Package described above are provided during the time covered by Customer's service coverage hours identified ("On-Site Coverage Hours" stated above).

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**Contact Information:**

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