



County of Santa Clara

Office of the County Executive

Procurement Department

130 W. Tasman Drive,

San Jose, CA 95134

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

**EIGHTH AMENDMENT TO THE AGREEMENT
BETWEEN
THE COUNTY OF SANTA CLARA
AND ABBOTT RAPID DIAGNOSTICS INFORMATICS, INC.**

This is the Eighth Amendment to the Agreement between the County of Santa Clara ("County" or "Customer") and Abbott Rapid Diagnostics Informatics ("ARDx Informatics" or "Contractor"), collectively, the "Parties" and individually a "Party", as amended from time to time, to provide Software License and Support for the County (collectively, the "Agreement").

This Eighth Amendment is covered under Resolution BOS-2024-12, adopted by the County of Santa Clara Board of Supervisors on September 24, 2024 (legislative file 121759), and providing for the Delegation of Authority to the Chief Executive Officer relating to the potential purchase of Regional Medical Center and related assets.

RECITALS

WHEREAS, on January 10, 2017, the County and Abbott Rapid Diagnostics Informatics, Inc. entered into the Agreement for Software License and Support, with a total not-to-exceed amount of \$200,000 and an expiration date of January 9, 2022 (the "Original Agreement"); and

WHEREAS, on April 10, 2017, the County and ARDx Informatics entered into a First Amendment to the Agreement to (i) increase the not-to-exceed amount to \$235,000, and (ii) add Exhibit B1 (Price Summary and Compensation Plan for Accriva Oximeter ITC Avox); and

WHEREAS, on January 1, 2018, the County and ARDx Informatics entered into a Second Amendment to the Agreement to (i) increase the not-to-exceed amount to \$280,000; and (ii) add Exhibit B2 (Price Summary); and

WHEREAS, on May 8, 2019, the County and ARDx Informatics entered into a Third Amendment to the Agreement to (i) increase the not-to-exceed amount to \$365,000, (ii) add County authorized users, and (iii) add Exhibit B-3 (Price Summary and Compensation Plan); and

WHEREAS, on July 1, 2020, the County and ARDx Informatics entered into a Fourth Amendment to the Agreement to (i) increase the not-to-exceed amount to \$390,800, and (ii) add Exhibit B-4 (Price Summary and Compensation Plan); and

WHEREAS, on October 7, 2020, the County and ARDx Informatics entered into a Fifth Amendment to the Agreement to (i) increase the not-to-exceed amount to \$416,270.80, (ii) add Exhibit B-5 (Price Summary and Compensation Plan), (iii) add Exhibit H (County of Santa Clara Federally Required Contract Provisions), and (iv) add additional County-specific terms and conditions; and

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

WHEREAS, on December 31, 2021, the County and ARDx Informatics entered into a Sixth Amendment to the Agreement to (i) extend the agreement term to July 9, 2022, (ii) increase the not-to-exceed amount to \$473,515.50, and (iii) add Exhibit B-6 (Price Summary and Compensation Plan); and

WHEREAS, on July 10, 2022, the County and ARDx Informatics entered into a Seventh Amendment to the Agreement to (i) extend the agreement term to July 9, 2027, (ii) increase the not-to-exceed amount to \$1,000,000, (iii) add Exhibit B-6 (Price Summary and Compensation Plan), (iv) replace Exhibit D (Business Associate Agreement) with Exhibit D-1 (Business Associate Agreement), (v) replace Exhibit E (Vendor Remote Access and User Responsibility Agreements) with Exhibit E-1 (County Information Technology User Responsibility Statement for Third Parties), (vi) add Exhibit F (Remote Access), Exhibit G (Contractor Certification Of Compliance With Covid-19 Vaccine Requirements) and Exhibit I (Insurance Requirements For Professional Services Contracts), and (vii) amend Exhibit A (County of Santa Clara Terms and Conditions); and

NOW THEREFORE, the Parties agree as follows.

AMENDMENT

The Agreement is amended as set forth below.

1. **AMENDMENT EFFECTIVE DATE.** This Eighth Amendment is effective as of the date it is fully executed as set forth below (the "Amendment Effective Date") and shall remain effective through July 9, 2027.

2. **KEY PROVISION, TOTAL AGREEMENT VALUE,** is revised to read as follows:

"The total not-to-exceed amount for this Agreement is \$1,500,000 which represents an increase of \$500,000 from the prior not-to-exceed amount of \$1,000,000.

Contractor understands that this not-to-exceed value does not represent any commitment by County to Contractor."

3. **KEY PROVISION, AUTHORIZED USER,** is amended to add the County site as set forth below:

Regional Medical Center
225 North Jackson Avenue
San Jose, CA 95116

4. Add **B-7, Price Summary and Compensation Plan**, attached hereto, and incorporated herein by this reference.

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:

Tyler Ness, Buyer I, Email: tyler.ness@prc.sccgov.org, Phone: 408-491-7424

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

ABBOT RAPID DIAGNOSTIC INFORMATICS, INC.

DocuSigned by:
Long Zhang 1/16/2025
B2D7984E4AED475...

Matthew Hada Date
Director of Procurement

DocuSigned by:
Paul E. Lorenz 1/16/2025
47ECF3A78343489...

County Executive or Designee Date

DocuSigned by:
Jessica Bishop
4FDC82A72DEF413...

By: _____

Print: Jessica Bishop

Title: Senior Financial Analyst

Date: 1/16/2025

Signed by:
Nicholas Gargiulo
3CAA3595F9F44D5...

By: _____

Print: Nicholas Gargiulo

Title: Sr Commercial Manager

Date: 1/16/2025

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Sara J. Ponzio 1/16/2025
4B974B9E089D4D9...

Sara J. Ponzio Date
Deputy County Counsel

Attachments: Exhibit B-7, Price Summary and Compensation Plan

EXHIBIT B-7 PRICE SUMMARY AND COMPENSATION PLAN

County has the option to terminate device module licenses at any time. If the County terminates prior the expiration of the annual license term and if the County has paid a full annual fee, ARDx Informatics will provide a prorated refund for any portion of the unused license term. County has the option to purchase additional modules at the then-current pricing.

License fee terms are for pricing per estimated term only.

Santa Clara Valley Medical Center			
San Jose, CA			
Santa Clara Valley Medical Center	San Jose, CA	Regional Medical Center	San Jose, CA
System Information			
Product:	RALS-Web3	Quote #:	8675-010301-025 A
Customer #:	A#-00000947	Opportunity #:	O-072424 68987
Installation #:	RCS-1879	Infx Contract #:	0
Primary Contact:	Account Representative:	Mike McNamara	Phone#: 480.221.3476
Date:	January 15, 2025	Fax #:	866-533-9071
Email:	InformaticsSales@abbott.com		
Mike.McNamara@abbott.com			
License Term Years:	2.48	Effective/Expire Date:	Amendment Eff Date Thru 7/9/2027
MODULE CHARGE			
<small>(*includes up to 3 sites per full module charge, if all 3 facilities are implemented within 90 days of the first facility go-live, web remote access capabilities, HL7 results interface, ADT in-hospital patient verification) **each additional facility add after initial 3 sites per full module charge will be at 1/3 of full price module fee</small>			
<u>Device</u>	<u>QTY</u>	<u>Base Annual License Fee</u>	
GEM® Hemochron® 100 Module	1	\$12,900.00	
Meters / Instruments / Analyzers:			
Cost per Meter Connection Fee	10	\$387.00	\$3,870.00
		<small>2 - SCVMC 8 - RMC</small>	
RALS-Web3 Browser Based Remote Access			
# Hospitals Using Web:	2		Incl. With Module
<u>Results Interface</u>			
LIS HL7 Un-Solicited Results	1		(1) HL7 LIS INTF Incl. With Module*
		<small>*HL7 LIS INTF Incl. With Module if completed within 30 days of GO LIVE. ** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results)</small>	
Module Charge and Interfacing SUB-TOTAL:			\$16,770.00
LICENSE TERM COST AND DISCOUNTS			
<i>Total Annual License Cost Basis:</i>	\$16,770.00	License Term Years:	2.48
License Total (<i>entire term, before discounts</i>):			\$41,589.60
			LICENSE TOTAL (<i>entire term after discounts</i>):
			\$41,589.60
CONFIGURATION FEES			
Module Add Configuration Fee - Epic Installation	1		\$7,817.00
<small>*This quote is valid for work performed during normal business hours of Monday through Friday, 7AM – 7PM eastern time, excluding holidays. Additional fees apply for work performed outside these hours.</small>			
TOTAL Configuration:			\$7,817.00
Total Contract Amount for License/Configuration/Training*			\$49,406.60
<small>* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)</small>			
Annualized Payments Schedule			
	Year	Payor	Due:
	One + Partial Yr	Customer Pay	1.48 Yrs + Configuration
			\$32,636.60
	Two	Customer Pay	
			\$16,770.00
Total Contract Amount for License/Configuration/Training*			\$49,406.60
<p>The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Notwithstanding the foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement, until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services. Abbott has the right to increase Fees by an amount equal to the percentage increase based upon the Consumer Price Index for medical care services, not seasonally adjusted, over the twelve (12) month period immediately preceding the increase; provided, however, such price increases shall not occur more than once every twelve (12) months.</p> <p style="text-align: center;"><small>Please make all purchase orders out to Abbott Rapid Diagnostics Informatics, Inc. Thank you.</small></p>			
The above offering of products, services and prices will remain in effect until:			December 31, 2025

Santa Clara Valley Medical Center			
San Jose, CA			
Santa Clara Valley Medical Center	San Jose, CA	Regional Medical Center	San Jose, CA
System Information			
Product:	ROLS-Web3	Quote #:	8675-010304-025 A
Customer #:	A#-00000947	Opportunity #:	O-101524 70098
Installation #:	RCS-1879	Infx Contract #:	# 00004473
Primary Contact:	Account Representative:	Mike McNamara	Phone#: 480.221.3476
			Email: InformaticsSales@abbott.com
			Mike.McNamara@abbott.com
License Term Years:	2.48	Effective/Expire Date:	Amendment Eff Date Thru 7/9/2027
MODULE CHARGE			
<small>(*Includes up to 3 sites per full module charge. If all 3 facilities are implemented within 90 days of the first facility go-live, web remote access capabilities, HL7 results interface, ADT in-hospital patient verification) **each additional facility add after initial 3 sites per full module charge will be at 1/3 of full price module fee</small>			
Device	QTY	Base Annual License Fee	
ACCU-CHEK® Inform II Module	PAID		\$0.00
ACCU-CHEK® Inform II Module Additional Per Facility Module Fee	1		\$3,446.00
Meters / Instruments / Analyzers:			
<i>Cost per Meter Connection Fee</i>	\$109.00	90	\$9,810.00
ROLS-Web3 Browser Based Remote Access			
# Hospitals Using Web:	1		Incl. With Module
Results Interface			
LIS HL7 Un-Solicited Results	1		(1) HL7 LIS INTF Incl. With Module*
ADT Interface (admit, discharge, transfer)			
ADT In-Unit Patient Verification w/PPI (Positive Patient Identification)	1		PAID
<small>*HL7 LIS INTF Incl. With Module if completed within 30 days of GO LIVE. ** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results)</small>			
Module Charge and Interfacing SUB-TOTAL:			\$13,256.00
LICENSE TERM COST AND DISCOUNTS			
<i>Total Annual License Cost Basis:</i>	\$13,256.00	License Term Years: 2.48	
<i>License Total (entire term, before discounts):</i>			\$32,874.88
		LICENSE TOTAL (entire term after discounts):	\$32,874.88
CONFIGURATION FEES			
Additional Per Facility Configuration Fee	1	# of facilities	\$1,431.00
<small>*This quote is valid for work performed during normal business hours of Monday through Friday, 7AM – 7PM eastern time, excluding holidays. Additional fees apply for work performed outside these hours.</small>			
TOTAL Configuration:			\$1,431.00
Total Contract Amount for License/Configuration/Training*			\$34,305.88
<small>* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)</small>			
Annualized Payments Schedule			
	Year	Payor	Due:
	One + Partial Yr	Customer Pay	1.48 Yrs + Configuration \$21,049.88
	Two	Customer Pay	\$13,256.00
Total Contract Amount for License/Configuration/Training*			\$34,305.88
The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Notwithstanding the foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement, until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services. Abbott has the right to increase Fees by an amount equal to the percentage increase based upon the Consumer Price Index for medical care services, not seasonally adjusted, over the twelve (12) month period immediately preceding the increase; provided, however, such price increases shall not occur more than once every twelve (12) months. Please make all purchase orders out to Abbott Rapid Diagnostics Informatics, Inc. Thank you.			
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Santa Clara Valley Medical Center			
Regional Medical Center			
San Jose, CA			
Santa Clara Valley Medical Center	San Jose, CA	Regional Medical Center	San Jose, CA
System Information			
Product:	RALS-Web3	Quote #:	8675-010302-025 A
Customer #:	A#-00000947	Opportunity #:	O-101524 70099
Installation #:	RCS-1879	Infx Contract #:	0
Primary Contact:	Account Representative:	Mike McNamara	Phone#: 480.221.3476
			Email: InformaticsSales@abbott.com
			Mike.McNamara@abbott.com
License Term Years:	2.48	Effective/Expire Date:	Amendment Eff Date Thru 7/9/2027
MODULE CHARGE			
(*includes up to 3 sites per full module charge, if all 3 facilities are implemented within 90 days of the first facility go-live, web remote access capabilities, HL7 results interface, ADT in-hospital patient verification) **each additional facility add after initial 3 sites per full module charge will be at 1/3 of full price module fee			
<u>Device</u>	<u>QTY</u>	<u>Base Annual License Fee</u>	
epoc® Blood Analysis System Module	1	\$10,527.00	
Meters / Instruments / Analyzers:			
Cost per Meter Connection Fee	\$233.00	9	\$2,097.00
RALS-Web3 Browser Based Remote Access			
# Hospitals Using Web:	1	Incl. With Module	
<u>Results Interface</u>			
LIS HL7 Un-Solicited Results	1	(1) HL7 LIS INTF Incl. With Module*	
*HL7 LIS INTF Incl. With Module if completed within 30 days of GO LIVE. ** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results)			
Module Charge and Interfacing SUB-TOTAL:			\$12,624.00
LICENSE TERM COST AND DISCOUNTS			
Total Annual License Cost Basis:	\$12,624.00	License Term Years:	2.48
License Total (entire term, before discounts):			\$31,307.52
		LICENSE TOTAL (entire term after discounts):	\$31,307.52
CONFIGURATION FEES			
Module Add Configuration Fee - Epic Installation	1		\$7,817.00
<small>*This quote is valid for work performed during normal business hours of Monday through Friday, 7AM – 7PM eastern time, excluding holidays. Additional fees apply for work performed outside these hours.</small>			
TOTAL Configuration:			\$7,817.00
Total Contract Amount for License/Configuration/Training*			\$39,124.52
* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)			
Annualized Payments Schedule			
	Year	Payor	Due:
	One + Partial Yr	Customer Pay	1.48 Yrs + Configuration
		Customer Pay	\$26,500.52
	Two	Customer Pay	\$12,624.00
Total Contract Amount for License/Configuration/Training*			\$39,124.52
<p>The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Notwithstanding the foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement, until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services. Abbott has the right to increase Fees by an amount equal to the percentage increase based upon the Consumer Price Index for medical care services, not seasonally adjusted, over the twelve (12) month period immediately preceding the increase; provided, however, such price increases shall not occur more than once every twelve (12) months.</p> <p style="text-align: center;"><i>Please make all purchase orders out to Abbott Rapid Diagnostics Informatics, Inc. Thank you.</i></p>			
The above offering of products, services and prices will remain in effect until:			December 31, 2025

For the purposes of remote system support Customer acknowledges that Abbott Point of Care Inc. ("APOC"), may be required to provide remote system support of the RALS STS, and thereby grants APOC such remote system access.

Santa Clara Valley Medical Center			
Regional Medical Center			
San Jose, CA			
System Information			
Product:	RALS-Web3	Quote #:	8675-010303-025 A
Customer #:	A#-00000947	Opportunity #:	O-101524 70100
Installation #:	RCS-1879	Infx Contract #:	0
Primary Contact:	Account Representative:	Mike McNamara	Phone#: 480.221.3476
			Email: InformaticsSales@abbott.com Mike.McNamara@abbott.com
License Term Years:	2.48	Effective/Expire Date:	Amendment Eff Date Thru 7/9/2027
MODULE CHARGE			
<small>(*includes up to 3 sites per full module charge, if all 3 facilities are implemented within 90 days of the first facility go-live, web remote access capabilities, HL7 results interface, ADT in-hospital patient verification) **each additional facility add after initial 3 sites per full module charge will be at 1/3 of full price module fee</small>			
<u>Device</u>	<u>QTY</u>	<u>Base Annual License Fee</u>	
i-STAT® Module	1	\$10,527.00	
Meters / Instruments / Analyzers:			
<i>Cost per Meter Connection Fee</i>	\$233.00	8	\$1,864.00
RALS-Web3 Browser Based Remote Access			
# Hospitals Using Web:	1	Incl. With Module	
Results Interface			
LIS HL7 Un-Solicited Results	1	(1) HL7 LIS INTF Incl. With Module*	
<small>*HL7 LIS INTF Incl. With Module if completed within 30 days of GO LIVE. ** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results)</small>			
Module Charge and Interfacing SUB-TOTAL:			\$12,391.00
LICENSE TERM COST AND DISCOUNTS			
<i>Total Annual License Cost Basis:</i>	\$12,391.00	<i>License Term Years:</i> 2.48	
<i>License Total (entire term, before discounts):</i>			\$30,729.68
LICENSE TOTAL (entire term after discounts):			\$30,729.68
CONFIGURATION FEES			
Module Add Configuration Fee - Epic Installation	1	\$7,817.00	
<small>*This quote is valid for work performed during normal business hours of Monday through Friday, 7AM - 7PM eastern time, excluding holidays. Additional fees apply for work performed outside these hours.</small>			
TOTAL Configuration:			\$7,817.00
Total Contract Amount for License/Configuration/Training*			\$38,546.68
<small>* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)</small>			
Annualized Payments Schedule			
	Year	Payor	Due:
	One + Partial Yr	Customer Pay	1.48 Yrs + Configuration \$26,155.68
	Two	Customer Pay	\$12,391.00
Total Contract Amount for License/Configuration/Training*			\$38,546.68
<p>The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Notwithstanding the foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement, until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services. Abbott has the right to increase Fees by an amount equal to the percentage increase based upon the Consumer Price Index for medical care services, not seasonally adjusted, over the twelve (12) month period immediately preceding the increase; provided, however, such price increases shall not occur more than once every twelve (12) months.</p> <p style="text-align: center;"><small>Please make all purchase orders out to Abbott Rapid Diagnostics Informatics, Inc. Thank you.</small></p>			
The above offering of products, services and prices will remain in effect until:			December 31, 2025

Santa Clara Valley Medical Center				
Regional Medical Center				
San Jose, CA				
System Information				
Product:	RALS-Web3	Quote #:	8675-010305-025 A	Date:
Customer #:	A#-00000947	Opportunity #:	O-101524 70101	Fax #:
Installation #:	RCS-1879	Infx Contract #:	# 00013513	Email:
Primary Contact:	Business Development Manager:		Mike McNamara	Mike.McNamara@abbott.com
	License Term Years:	2.48	Effective/Expire Date:	Amendment Eff Date Thru 7/9/2027
RALS eQuiz				
				<u>Pricing</u>
Hospital #1 Operators				700
				\$700.00
ADDITIONAL COMPONENTS SUB-TOTAL:				\$700.00
LICENSE TERM COST AND DISCOUNTS				
<i>Total Annual License Cost Basis:</i>				\$1,736.00
LICENSE TOTAL:				\$1,736.00
<i>* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)</i>				
Annualized Payments Schedule				
	Year	Payor	Due:	
	One (1.48 Years)	Customer Pay	\$1,036.00	
	Two	Customer Pay	\$700.00	
Total Contract Amount for License/Implementation/Training*				\$1,736.00
<p>The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Notwithstanding the foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement. until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services.</p> <p style="text-align: center;">Please make all purchase orders out to Abbott Rapid Diagnostics Informatics, Inc. Thank you.</p>				
The above offering of products, services and prices will remain in effect until:				December 31, 2025