



County of Santa Clara

Office of the County Executive
Procurement Department
130 W. Tasman Drive, First Floor
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**FIFTH AMENDMENT TO AGREEMENT 5500002987
BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND ABBOTT LABORATORIES INC.**

This is the Fifth Amendment to the Agreement between the County of Santa Clara (“County”) and Abbott Laboratories Inc. (“Contractor”) entered into on December 7, 2018, and as amended from time to time, to provide Heart Valves and Related Accessories for the County (the “Agreement”).

The Agreement is hereby amended as follows effective December 1, 2023:

1. Key Provision, AGREEMENT TERM, is revised to read: “December 7, 2018 through December 6, 2024, unless terminated earlier or otherwise amended.”
2. Key Provision, TOTAL AGREEMENT VALUE, is revised to read: “The total not-to-exceed value of this agreement is \$510,000 which represents an increase of \$50,000 from the prior not-to-exceed value of \$460,000. Contractor understands that this not-to-exceed value does not represent a commitment by County to Contractor.”
3. Exhibit B-3, Pricing Summary and Compensation Plan, is deleted in its entirety and replaced with Exhibit B-4, Pricing Summary and Compensation Plan, attached hereto and incorporated herein by this reference.
4. Section 47 (Political Reform Act Disclosure Requirement) of EXHIBIT A, COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS is deleted in its entirety and replaced with the following:

“47. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) applicable federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, to the extent applicable, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and, if uncured, is grounds for termination in accordance with Section 19 of this Agreement by County.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

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In accepting this Agreement, Contractor covenants that it presently has no interest, and will not knowingly acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not knowingly use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

If applicable, Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>."

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

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 12/4/2023

DocuSigned by:
Long Zhang
Long Zhang Date
Strategic Sourcing Manager
B2D7984E4AED475...

CONTRACTOR

DocuSigned by:
Kaitlyn Hartley
By: Kaitlyn Hartley
Print: Kaitlyn Hartley
BDBDBD957C3F4D9...

Title: Pricing Manager, Structural Heart

Date: 12/4/2023

APPROVED AS TO FORM AND LEGALITY

DocuSigned by: 12/4/2023
Ponzio, Sara J
4B974B9E089D4D9...
Sara J. Ponzio Date
Deputy County Counsel

Attachment: Exhibit B-4 PRICE SUMMARY AND COMPENSATION PLAN

Exhibit B-4, Pricing Summary and Compensation Plan

A. Prices shown below in Tier 1 below shall remain firm through the duration of the agreement.

Tier 1: Access pricing, no commitment

Model Number	Description	UOM	#/Bx	Tier 1
19VAVGJ-515	Aortic valved Graft with Gelweave Valsalva Techno	EA	1	\$6,950
21VAVGJ-515	Aortic valved Graft with Gelweave Valsalva Techno	EA	1	\$6,950
23VAVGJ-515	Aortic valved Graft with Gelweave Valsalva Techno	EA	1	\$6,950
25VAVGJ-515	Aortic valved Graft with Gelweave Valsalva Techno	EA	1	\$6,950
27VAVGJ-515	Aortic valved Graft with Gelweave Valsalva Techno	EA	1	\$6,950
29VAVGJ-515	Aortic valved Graft with Gelweave Valsalva Techno	EA	1	\$6,950
19CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
21CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
23CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
25CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
27CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
29CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
31CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
33CAVGJ-514 00	Aortic valved Graft with Maquet Hemashield Woven	EA	1	\$6,950
E100-21A-00	EPIC Aortic Stented Valve, 21mm	EA	1	\$6,691
E100-23A-00	EPIC Aortic Stented Valve, 23mm	EA	1	\$6,691
E100-25A-00	EPIC Aortic Stented Valve, 25mm	EA	1	\$6,691
E100-27A-00	EPIC Aortic Stented Valve, 27mm	EA	1	\$6,691
E100-29A-00	EPIC Aortic Stented Valve, 29mm	EA	1	\$6,691
ESP100-19-00	EPIC Aortic Supra-annular Stented Valve, 19mm	EA	1	\$6,691
ESP100-21-00	EPIC Aortic Supra-annular Stented Valve, 21mm	EA	1	\$6,691
ESP100-23-00	EPIC Aortic Supra-annular Stented Valve, 23mm	EA	1	\$6,691
ESP100-25-00	EPIC Aortic Supra-annular Stented Valve, 25mm	EA	1	\$6,691
ESP100-27-00	EPIC Aortic Supra-annular Stented Valve, 27mm	EA	1	\$6,691
EMAX-19	EPIC MAX, 19MM	EA	1	\$7,950
EMAX-21	EPIC MAX, 21MM	EA	1	\$7,950
EMAX-23	EPIC MAX, 23MM	EA	1	\$7,950
EMAX-25	EPIC MAX, 25MM	EA	1	\$7,950
E100-25M-00	EPIC Mitral Stented Valve, 25mm	EA	1	\$6,691
E100-27M-00	EPIC Mitral Stented Valve, 27mm	EA	1	\$6,691
E100-29M-00	EPIC Mitral Stented Valve, 29mm	EA	1	\$6,691
E100-31M-00	EPIC Mitral Stented Valve, 31mm	EA	1	\$6,691
E100-33M-00	EPIC Mitral Stented Valve, 33mm	EA	1	\$6,691
E200-21A	EPIC PLUS AORTIC, 21MM	EA	1	\$7,313
E200-23A	EPIC PLUS AORTIC, 23MM	EA	1	\$7,313

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Model Number	Description	UOM	#/Bx	Tier 1
E200-25A	EPIC PLUS AORTIC, 25MM	EA	1	\$7,313
E200-27A	EPIC PLUS AORTIC, 27MM	EA	1	\$7,313
E200-29A	EPIC PLUS AORTIC, 29MM	EA	1	\$7,313
E200-25M	EPIC PLUS MITRAL, 25MM	EA	1	\$7,313
E200-27M	EPIC PLUS MITRAL, 27MM	EA	1	\$7,313
E200-29M	EPIC PLUS MITRAL, 29MM	EA	1	\$7,313
E200-31M	EPIC PLUS MITRAL, 31MM	EA	1	\$7,313
E200-33M	EPIC PLUS MITRAL, 33MM	EA	1	\$7,313
ESP200-19	EPIC PLUS SUPRA, 19MM	EA	1	\$7,313
ESP200-21	EPIC PLUS SUPRA, 21MM	EA	1	\$7,313
ESP200-23	EPIC PLUS SUPRA, 23MM	EA	1	\$7,313
ESP200-25	EPIC PLUS SUPRA, 25MM	EA	1	\$7,313
ESP200-27	EPIC PLUS SUPRA, 27MM	EA	1	\$7,313
15AHPJ-505	Masters Series Aortic Valve, 15mm HP	EA	1	\$9,670
19AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 19mm R	EA	1	\$6,860
21AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 21mm R	EA	1	\$6,860
23AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 23mm R	EA	1	\$6,860
25AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 25mm R	EA	1	\$6,860
27AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 27mm R	EA	1	\$6,860
29AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 29mm R	EA	1	\$6,860
31AECJ-502	Masters Series Aortic Valve, Expanded Cuff, 31mm R	EA	1	\$6,860
17AEHPJ-505	Masters Series Aortic Valve, Expanded, HP, 17mm Ro	EA	1	\$6,860
19AEHPJ-505	Masters Series Aortic Valve, Expanded, HP, 19mm Ro	EA	1	\$6,860
21AEHPJ-505	Masters Series Aortic Valve, Expanded, HP, 21mm Ro	EA	1	\$6,860
23AEHPJ-505	Masters Series Aortic Valve, Expanded, HP, 23mm Ro	EA	1	\$6,860
25AEHPJ-505	Masters Series Aortic Valve, Expanded, HP, 25mm Ro	EA	1	\$6,860
27AEHPJ-505	Masters Series Aortic Valve, Expanded, HP, 27mm Ro	EA	1	\$6,860
17AHPJ-505	Masters Series Aortic Valve, HP, 17mm Rotatable	EA	1	\$6,860
19AHPJ-505	Masters Series Aortic Valve, HP, 19mm Rotatable	EA	1	\$6,860
21AHPJ-505	Masters Series Aortic Valve, HP, 21mm Rotatable	EA	1	\$6,860
23AHPJ-505	Masters Series Aortic Valve, HP, 23mm Rotatable	EA	1	\$6,860
25AHPJ-505	Masters Series Aortic Valve, HP, 25mm Rotatable	EA	1	\$6,860
27AHPJ-505	Masters Series Aortic Valve, HP, 27mm Rotatable	EA	1	\$6,860
19AJ-501	Masters Series Aortic Valve, Standard Cuff, 19mm R	EA	1	\$6,860
21AJ-501	Masters Series Aortic Valve, Standard Cuff, 21mm R	EA	1	\$6,860
23AJ-501	Masters Series Aortic Valve, Standard Cuff, 23mm R	EA	1	\$6,860
25AJ-501	Masters Series Aortic Valve, Standard Cuff, 25mm R	EA	1	\$6,860
27AJ-501	Masters Series Aortic Valve, Standard Cuff, 27mm R	EA	1	\$6,860
29AJ-501	Masters Series Aortic Valve, Standard Cuff, 29mm R	EA	1	\$6,860

Model Number	Description	UOM	#/Bx	Tier 1
31AJ-501	Masters Series Aortic Valve, Standard Cuff, 31mm R	EA	1	\$6,860
19ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
21ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
23ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
25ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
27ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
29ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
31ATJ-503	Masters Series Aortic Valve, Standard Cuff, PTFE,	EA	1	\$6,860
15MHPJ-505	Masters Series Mitral Valve, 15mm HP	EA	1	\$9,670
19MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 19mm R	EA	1	\$6,860
21MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 21mm R	EA	1	\$6,860
23MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 23mm R	EA	1	\$6,860
25MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 25mm R	EA	1	\$6,860
27MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 27mm R	EA	1	\$6,860
29MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 29mm R	EA	1	\$6,860
31MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 31mm R	EA	1	\$6,860
33MECJ-502	Masters Series Mitral Valve, Expanded Cuff, 33mm R	EA	1	\$6,860
17MHPJ-505	Masters Series Mitral Valve, HP, 17mm Rotatable	EA	1	\$6,860
19MHPJ-505	Masters Series Mitral Valve, HP, 19mm Rotatable	EA	1	\$6,860
21MHPJ-505	Masters Series Mitral Valve, HP, 21mm Rotatable	EA	1	\$6,860
23MHPJ-505	Masters Series Mitral Valve, HP, 23mm Rotatable	EA	1	\$6,860
25MHPJ-505	Masters Series Mitral Valve, HP, 25mm Rotatable	EA	1	\$6,860
27MHPJ-505	Masters Series Mitral Valve, HP, 27mm Rotatable	EA	1	\$6,860
19MJ-501	Masters Series Mitral Valve, Standard Cuff, 19mm R	EA	1	\$6,698
21MJ-501	Masters Series Mitral Valve, Standard Cuff, 21mm R	EA	1	\$6,698
23MJ-501	Masters Series Mitral Valve, Standard Cuff, 23mm R	EA	1	\$6,698
25MJ-501	Masters Series Mitral Valve, Standard Cuff, 25mm R	EA	1	\$6,698
27MJ-501	Masters Series Mitral Valve, Standard Cuff, 27mm R	EA	1	\$6,698
29MJ-501	Masters Series Mitral Valve, Standard Cuff, 29mm R	EA	1	\$6,698
31MJ-501	Masters Series Mitral Valve, Standard Cuff, 31mm R	EA	1	\$6,698
33MJ-501	Masters Series Mitral Valve, Standard Cuff, 33mm R	EA	1	\$6,698
35MJ-501	Masters Series Mitral Valve, Standard Cuff, 35mm R	EA	1	\$6,698
37MJ-501	Masters Series Mitral Valve, Standard Cuff, 37mm R	EA	1	\$6,698
19MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
21MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
23MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
25MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
27MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
29MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860

Model Number	Description	UOM	#/Bx	Tier 1
31MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
33MTJ-503	Masters Series Mitral Valve, Standard Cuff, PTFE,	EA	1	\$6,860
19AGN-751	Regent Aortic Valve, 19mm Rotatable	EA	1	\$6,860
21AGN-751	Regent Aortic Valve, 21mm Rotatable	EA	1	\$6,860
23AGN-751	Regent Aortic Valve, 23mm Rotatable	EA	1	\$6,860
25AGN-751	Regent Aortic Valve, 25mm Rotatable	EA	1	\$6,860
27AGN-751	Regent Aortic Valve, 27mm Rotatable	EA	1	\$6,860
19AGFN-756	Regent Aortic Valve, w/ FlexCuff, 19mm Rotatable	EA	1	\$6,698
21AGFN-756	Regent Aortic Valve, w/ FlexCuff, 21mm Rotatable	EA	1	\$6,698
23AGFN-756	Regent Aortic Valve, w/ FlexCuff, 23mm Rotatable	EA	1	\$6,698
25AGFN-756	Regent Aortic Valve, w/ FlexCuff, 25mm Rotatable	EA	1	\$6,698
27AGFN-756	Regent Aortic Valve, w/ FlexCuff, 27mm Rotatable	EA	1	\$6,698
C0205	SJM Pericardial Patch with EnCap Technology, 2x5c	EA	1	\$438
C0405	SJM Pericardial Patch with EnCap Technology, 4x5c	EA	1	\$498
C0510	SJM Pericardial Patch with EnCap Technology, 5x10	EA	1	\$607
C0914	SJM Pericardial Patch with EnCap Technology, 9x14	EA	1	\$790
SARP-24	SJM Séguin Semi-Rigid Ring, 24mm	EA	1	\$2,284
SARP-26	SJM Séguin Semi-Rigid Ring, 26mm	EA	1	\$2,284
SARP-28	SJM Séguin Semi-Rigid Ring, 28mm	EA	1	\$2,284
SARP-30	SJM Séguin Semi-Rigid Ring, 30mm	EA	1	\$2,284
SARP-32	SJM Séguin Semi-Rigid Ring, 32mm	EA	1	\$2,284
SARP-34	SJM Séguin Semi-Rigid Ring, 34mm	EA	1	\$2,284
SARP-36	SJM Séguin Semi-Rigid Ring, 36mm	EA	1	\$2,284
SARP-38	SJM Séguin Semi-Rigid Ring, 38mm	EA	1	\$2,284
SARP-40	SJM Séguin Semi-Rigid Ring, 40mm	EA	1	\$2,284
TAB-25	Tailor Flexible Band, 25mm	EA	1	\$2,284
TAB-27	Tailor Flexible Band, 27mm	EA	1	\$2,284
TAB-29	Tailor Flexible Band, 29mm	EA	1	\$2,284
TAB-31	Tailor Flexible Band, 31mm	EA	1	\$2,284
TAB-33	Tailor Flexible Band, 33mm	EA	1	\$2,284
TAB-35	Tailor Flexible Band, 35mm	EA	1	\$2,284
TARP-25	Tailor Flexible Ring, 25mm	EA	1	\$2,284
TARP-27	Tailor Flexible Ring, 27mm	EA	1	\$2,284
TARP-29	Tailor Flexible Ring, 29mm	EA	1	\$2,284
TARP-31	Tailor Flexible Ring, 31mm	EA	1	\$2,284
TARP-33	Tailor Flexible Ring, 33mm	EA	1	\$2,284
TARP-35	Tailor Flexible Ring, 35mm	EA	1	\$2,284