THIRD AMENDMENT TO AGREEMENT 5500001703 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND ABBOTT LABORATORIES, INC., FOR CORONARY INTERVENTIONAL AND PERIPHERAL PRODUCTS

This is the Third Amendment to the Agreement by and between the County of Santa Clara ("County"), and Abbott Laboratories, Inc., (Contractor) entered into on April 15, 2008 to provide coronary interventional and peripheral products for the Cardiac Cath Lab and Diagnostic Imaging Department at Santa Clara Valley Medical Center.

This Agreement is amended as follows effective June 5, 2012.

1. TERM OF CONTRACT, Section 1, on page 3 of the Agreement is revised to read: "This Agreement commenced on April 15, 2008 and shall expire on June 30, 2013, unless terminated earlier or otherwise amended."

2. PRICING, paragraph 5.1, on page 4 of the Agreement is revised to read, "Contractor is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Agreement, not to exceed $2,750,000."

3. Health Insurance Portability and Accountability Act, paragraph #13.3, on Page 6 of 9 of the Agreement is revised to read, "Both parties agree to comply with any and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations (collectively, "HIPAA"). Notwithstanding the foregoing, nothing in this paragraph shall be construed to suggest that Contractor is a Covered Entity, as that term is defined by HIPAA. Further based on the Products and services provided pursuant to this contract as of the Effective Date and the existing implementation practices of HIPAA by the Department of Health and Human Services, Contractor represents and warrants that it is not a Business Associate, as that term is defined by HIPAA. However, if it is determined by a Government agency that Contractor is a Business Associate, for the purpose of this Agreement, then Contractor agrees to indemnify the County for any costs, expenses or fees incurred by the County in connection with its performance under this Agreement and in reliance on Contractor’s representation that it is not a Business Associate as of the effective date of this Agreement. After such determination Contractor agrees to sign a Business Associate agreement immediately. Both parties acknowledge that amendments to HIPAA may
require modification of this contract and agree to use commercially reasonable efforts to successfully renegotiate this contract as necessary for compliance purposes."

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, the Amendment controls.

Prepared and administered by: Kathleen Sandoval, Buyer III. Email: kathleen.sandoval@proc.sccgov.org Fax 408-938-2393 or Tele 408-491-7411.

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/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

George Shirakawa
President, Board of Supervisors

Date: JUN 05 2012

Contractor

Abbott Laboratories, Inc.

Jennifer Homer
Manager, Strategic Pricing

Print:

Title: ________________________________

ATTEST:

Lynn Regadanz
Interim Clerk of the Board of Supervisors

Date: JUN 05 2012

APPROVED AS TO FORM AND LEGALITY:

Neysa Fligor
Deputy County Counsel

Date: 5/23/12

Third Amendment to Agreement 5500001703
Between the County of Santa Clara and
Abbott Laboratories, Inc.