

FORMULA REBATES FOR WOMEN, INFANTS AND CHILDREN (WIC)

Led by the State of Kansas

PARTICIPATING ADDENDUM – PADD#20256791

Master Agreement #: 56283

Contractor: ABBOTT LABORATORIES INC

Participating Entity: STATE OF IDAHO

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Formula Rebates for Women, Infants and Children (WIC) led by the State of Kansas. Products include milk-based and soy-based infant formula.
2. Participation: This NASPO ValuePoint Master Agreement is only available to the current members of the NASPO ValuePoint/WIC Infant Formula Alliance listed below. Per federal regulations, no state or eligible organization can be added to this agreement. This requirement shall remain in effect through the life of the contract.

NASPO ValuePoint/WIC Infant Formula Alliance: State of Alaska, American Samoa, State of Arizona, Commonwealth of the Northern Mariana Islands (CNMI), State of Delaware, District of Columbia, Guam, State of Hawaii, State of Idaho, Inter Tribal Council of Arizona (ITCA), Inter-Tribal Council of Nevada (ITCN), State of Kansas, State of Maryland, State of Montana, Navajo Nation, State of Nevada, State of Oregon, Osage Nation, Pueblo of Isleta, State of Utah, U.S. Virgin Islands, State of Washington, State of West Virginia and State of Wyoming, hereafter referred to as the Participating Entities.

Tribal Exemption: Tribal government and/or Tribal organizations that are part of the Alliance may contract directly with Abbott Nutrition accordance with their own Tribal approval policies. They are exempt from state approval requirements.

3. Term and Renewal: Per federal regulations governing the Master Agreement term for this contract, the initial term is for five years, beginning January 29, 2025, and continuing through January 28, 2030.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Kori Stenzel, Manager WIC Contracts
Address:	Abbott Nutrition, Abbott Laboratories 3300 Stelzer Road Columbus, OH 43219
Telephone:	(614) 624-5819
Fax:	
Email:	kori.stenzel@abbott.com

Participating Entity

Name:	Sirena Holan
Address:	650 W. State Street
Telephone:	208-332-1614
Fax:	208-327-7320
Email:	Sirena.Holan@adm.idaho.gov

5. Participating Entity Modifications and Additions to the Master Agreement: The following changes modify or supplement the Master Agreement terms and conditions.

5.1 **Governing Law:** Notwithstanding any provision to the contrary, the State of Idaho's PA and all orders issued under the PA by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

5.2 **Amendments:** Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

5.3 **Certification Concerning Government of China:** Pursuant to Idaho Code section 67- 2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of

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China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

5.4 Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

5.5 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

5.6 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

5.7 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from

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disclosure. B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

5.8 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho; Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

6. *Reserved.*

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: Abbott Laboratories Inc.
Signature: <i>Sirena Holan</i>	Signature: <i>Kori Stenzel</i>
Name: Sirena Holan	Name: Kori Stenzel
Title: Contract Administrator	Title: Sr. Manager WIC Contracts
Date: 11/20/2024	Date: <i>11/20/2024</i>

For questions on executing a participating addendum, please contact the Cooperative Contract team at info@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]