



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14289; Amendment No.: 3

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 3 to the agreement (A-14289) with Abbott Rapid Diagnostics Informatics, Inc. for software modules related to laboratory testing, extending the agreement term through April 24, 2024 (May 14, 2022 through April 24, 2024) for a revised full agreement term of May 15, 2016 through April 24, 2024, and adding \$35,514 for a revised total agreement amount not to exceed \$300,216.

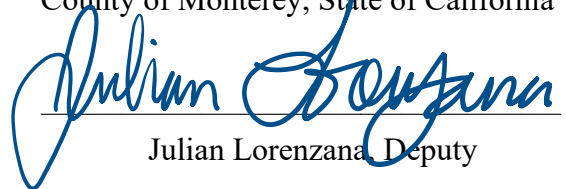
PASSED AND ADOPTED on this 30th day of August 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 30, 2022.

Dated: September 1, 2022
File ID: A 22-457
Agenda Item No.: 30

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

Original Agreement No. (A-14289)

**RENEWAL AND AMENDMENT NO. 3
TO THE RAL SOFTWARE SYSTEM LICENSE AND SUPPORT MASTER AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
ABBOTT RAPID DIAGNOSTICS INFORMATICS, INC. (FORMERLY ALERE INFORMATICS, INC.)
FOR
RALS SOFTWARE SYSTEM AND ASSOCIATED COMPONENTS AND AL DEVICE MODULE
SOFTWARE**

This Renewal and Amendment No. 3 to the RAL Software System License and Support Master Agreement ("Master Agreement") is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "Customer"), and Abbott Rapid Diagnostics Informatics, Inc. (hereinafter, "ARDx Informatics" and "Abbott Rapid Diagnostics Informatics, Inc."); (collectively, **Customer, ARDx Informatics and Abbott Rapid Diagnostics Informatics, Inc.**) are referred to as the "**Parties**" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Alere Informatics, Inc. had previously entered into the RAL Software System License and Support Master Agreement (hereinafter "Master Agreement") on May 15, 2016 to provide access to the RALS software system, a Roche Glucose module, with a one-year term (May 15, 2016 through May 14, 2017) and a total Agreement amount not to exceed \$12,025; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to add a Nova Statstrip module (Exhibit A-2) with a term of May 14, 2017 through May 13, 2022, for an increase of \$61,204.50, thereby increasing the total Agreement amount to \$73,229.50, while allowing the Roche Glucose module to expire; and

WHEREAS, Alere Informatics, Inc. had a legal name change on October 1, 2019 to Abbott Rapid Diagnostics Informatics, Inc.; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 on April 23, 2019 to add a HemoCue DM HB module (Exhibit A-3), an i-STAT module (Exhibit A-4), a Siemens Healthineers Clinitek Status Connect module (Exhibit A-5), and a Nova StatSensor CREAT module (Exhibit A-6), for a total additional cost of \$191,472.50, thereby increasing the total Agreement amount to \$264,702, and each software module added via amendment No. 2 had term of use valid from April 23, 2019 through April 24, 2024, but the Agreement term was not extended past May 13, 2022 in error; and

WHEREAS, the Agreement term expired on May 13, 2022; and

WHEREAS, the Parties wish to renew the agreement retroactively to May 14, 2022 and amend on the same terms to extend the Agreement term through April 24, 2024, and to add a new Nova StatStrip GLU (Glucose) module (Exhibit A-7 attached hereto this Renewal and Amendment No. 3) with a term of use valid May 14, 2022 through April 24, 2024, for a total added cost of \$35,514, thereby increasing the total Agreement amount to \$300,216.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph 4, "TERM", shall be amended to the following:
"The term of this Agreement is from May 15, 2016 through April 24, 2024 unless sooner terminated pursuant to the terms of this Agreement. The Agreement term may be extended by both parties via an amendment to this Agreement signed by both parties."
2. Paragraph 5 of the Agreement, "Payments", shall be amended to the following:
"In consideration for the licenses granted hereunder, Customer shall pay Abbott Rapid Diagnostics Informatics, Inc. the fees set forth in Exhibits A-3, A-4, A-5 and A-6 attached to Amendment No. 2, and also in Exhibit A-7 attached hereto this Renewal and Amendment No. 3. The total amount of the Agreement shall not exceed \$300,216."
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
4. This Renewal and Amendment is effective retroactively on **May 14, 2022**.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, CEO

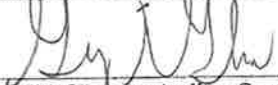
Date: 8/31/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 8/4/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Chief Deputy Auditor-Controller

Date: 8/4/2022

*****SIGNATURE INSTRUCTIONS****

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

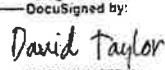
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)

CONTRACTOR

Abbott Rapid Diagnostics Informatics, Inc.

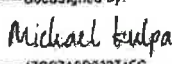
CONTRACTOR's Business Name

Signature instructions below

By: 
David Taylor, Assistant Controller

Name and Title

Date: 8/1/2022

By: 
Michael Kulpa, National Sales Director

Name and Title

Date: 8/2/2022

**Exhibit A-7
License Agreement**

This License Agreement incorporates, by reference, the applicable terms and conditions in the RALS™ Software System and Support Master Agreement ("Master Agreement") dated, the 15th of May, 2016, between Abbott Rapid Diagnostics Informatics, Inc. ("ARDx Informatics" formerly known as Alere Informatics, Inc.), and County of Monterey, on behalf of Natividad Medical Center ("Customer"). All references to "AI" and "Alere Informatics, Inc." shall be replaced with "ARDx Informatics" and "Abbott Rapid Diagnostics Informatics, Inc." respectively.

ARDx Informatics Quote Number: 815-012703-022 A

Licensed Software Module: Nova StatStrip® GLU (Glucose) Module

License Agreement Term Effective Date: Fourteenth (14th) of May, 2022
License Agreement Term End Date: Twenty-fourth (24th) of April, 2024

Term Extension: License Agreement effective May 14, 2022 through April 24, 2024.

Notwithstanding the foregoing, any additional meters to the existing License Software Module referenced above ("Additional Meters") shall be deemed incorporated into this exhibit 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 Meters.

TOTAL Price: \$35,513.40

Payment Schedule: Purchase Order due upon execution of Agreement.
\$18,212.00 due annually for Year 1 (May 14, 2022 through May 13, 2023), within thirty (30) days receipt of invoice.
NOTE: invoice for Year 2 (May 14, 2023 through April 24, 2024) will be a total of \$17,301.40

Authorized Site(s): Natividad Medical Center, Salinas, CA. 93906