



## RENEWAL & AMENDMENT 2 TO THE REDDINET® MASTER AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

This Renewal and Amendment 2 ("Amendment 2") is made <u>upon execution</u>, by and between the Hospital Association of Southern California hereinafter "HASC" or sometimes referred to as "CONTRACTOR" and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" or sometimes referred to as "Customer", amends the following terms and conditions of the ReddiNet Master Agreement ("Agreement") dated September 21, 2020, and first amended on January 4, 2023.

WHEREAS, the County entered into Agreement ("Agreement") with HASC for the provision of computerized emergency communications on September 21, 2020.

WHEREAS, the County and HASC amended the Agreement to revise the cost, duration, deliverables and terms of the Agreement on January 4, 2023 ("Amendment 1").

WHEREAS, the Agreement expired by its terms on September 30, 2024; and

WHEREAS, the County and HASC have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and HASC mutually desire to reinstate the Agreement with effect retroactive to October 1, 2024; and

WHEREAS, the County and HASC wish to amend this Agreement again to revise the cost, duration, deliverables and terms of the Agreement.

NOW THEREFORE, the County and HASC hereby agree to amend the Agreement in the following manner:

- 1. Introduction. Hospital Association of Southern California is referred to as "HASC" or sometimes "CONTRACTOR" and the County of Monterey is referred to as "County" or sometimes "Customer".
- 2. Section 1. Deliverables, The Deliverables table is amended to include the attached Appendix A-2
- 3. Section 1.2, Payment Provisions, shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not exceed the sum of \$43,330.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$178,413.00.*"

4. Section 2.1, Term, Section 2.1 is superseded and replaced in its entirety by the following:

"2.1 **Term**. This Agreement shall be effect (the "Effective Date") as for September 21, 2020, through September 30, 2027.

 Section 3.1, Section 3.1 was erroneously referenced in Amendment 1 instead of "Section 2.1". The HASC and County seek to reinstate Section 3.1 of the Agreement dated September 21, 2020. Section 3.1 of the Agreement, as amended by Amendment 1, is superseded and replaced in its entirety by the following:

"3.1. The Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Contractor and/or its students, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement." Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

A copy of the Amendment 1 and Amendment 2 shall be attached to the original AGREEMENT executed by the County on September 21, 2020.

IN WITNESS WHEREOF, HASC and Customer have caused this Amendment to be subscribed in their behalf by their duly authorized officers as of the date first above written.

COUNTY OF MONTEREY

By:

Date:

Printed Name: Elsa M Jimenez

Title: Director of Health Services

Notice of Address: 1270 Natividad Road Salinas, CA 93906

Approve as to Form

Levin Serrano County Counsel Bv:

Date: 11/6/2024 | 4:40 PM PST

Approve as to Fiscal Provisions



Auditor/Controller

Date: 11/6/2024 | 4:46 PM PST

By: \_\_\_\_\_Contracts/Purchasing Officer

Date:

# HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

By:

<sub>Date:</sub> Nov 5, 2024

Printed Name: George Greene

Title: President and Chief Executive Officer

Notice of Address: 515 South Figueroa St, Suite 1300 Los Angeles, CA 90071-3300

Soraya Peters 11/5/2024

**Operational Review** 

<sub>Date:</sub> Nov 5, 2024

Paul Y Young Paul Y Young (Nov 6, 2024 🖬 :32 PST)

HASC Legal Review

<sub>Date:</sub> Nov 6, 2024

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HASC VP of Finance <sub>Date:</sub> Nov 5, 2024

# Appendix A-2

## FY 2024-2025

*ReddiNet*® Pricing Schedule-Software

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Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
County of Monterey (EMS, PH, DOC,	Y	Y	Y	Y	Y	Y	6	\$4,734
EOC and ACS)								
Community Hospital of Monterey Peninsula	Y	Y	Y	Y	Y		5	\$3,945
George L. Mee Memorial Hospital	Y	Y	Y	Y	Y		5	\$3,945
Natividad	Y	Y	Y	у	Y		5	\$3,945
Salinas Valley Health	Y	Y	Y	Y	Y		5	\$3,945
Monterey County Regional Fire Protection District	Y	Y		Y			3	\$2,367
911 Dispatch							0	\$-
AMR Ambulance							0	\$-
Fixed fee for up to 100 sites with Status, Assessment, and Messaging for LTCs, ASCs, Clinics, Dialysis, etc. and Bed Capacity for LTCs.								\$3,990

#### TOTAL

\$26,871

\* Modules at \$789 each.

Note: Pricing does not include California state sales and use tax, if applicable.

Dashboard, Reports, Alerts, Resource Request and Evacuation are available at no additional fee.

# FY 2025-2026

*ReddiNet*® Pricing Schedule-Software

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Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
County of Monterey (EMS, PH, DOC,	Y	Y	Y	Y	Y	Y	6	\$4,968
EOC and ACS)								
Community Hospital of Monterey	Y	Y	Y	Y	Y		5	\$4,140
Peninsula								
George L. Mee Memorial Hospital	Y	Y	Y	Y	Y		5	\$4,140
Natividad	Y	Y	Y	у	Y		5	\$4,140
Salinas Valley Health	Y	Y	Y	Y	Y		5	\$4,140
Monterey County Regional Fire Protection District	Y	Y		Y			3	\$2,484
911 Dispatch							0	\$-
AMR Ambulance							0	\$-
Fixed fee for up to 100 sites with Status, Assessment, and Messaging for LTCs, ASCs, Clinics, Dialysis, etc. and Bed Capacity for LTCs.								\$4,190

## TOTAL

\$28,202

\* Modules at \$828 each.

# FY 2026-2027

*ReddiNet*® Pricing Schedule-Software

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Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
County of Monterey (EMS, PH, DOC,	Y	Y	Y	Y	Y	Y	6	\$5,214
EOC and ACS)								
Community Hospital of Monterey	Y	Y	Y	Y	Y		5	\$4,345
Peninsula George L. Mee Memorial Hospital	Y	Y	Y	Y	Y		5	\$4,345
			1					,
Natividad	Y	Y	Y	У	Y		5	\$4,345
Salinas Valley Health	Y	Y	Y	Y	Y		5	\$4,345
Monterey County Regional Fire Protection District	Y	Y		Y			3	\$2,607
911 Dispatch							0	\$-
AMR Ambulance							0	\$-
Fixed fee for up to 100 sites with								\$4,400
Status, Assessment, and Messaging for LTCs, ASCs, Clinics, Dialysis, etc. and Bed Capacity for LTCs.								

## TOTAL

\* Modules at \$869 each.

\$29,601

FY 24-25	\$26,871
FY 25-26	\$28,202
FY 26-27	\$29,601

Total for 3 years: \$84,674