



REDDINET® MASTER AGREEMENT

This Software License and Support Agreement (this “Agreement”) is made by and between the Hospital Association of Southern California (“HASC”), a nonprofit organization, and the County of El Dorado (the “Customer”), as of June 2, 2023.

RECITALS

HASC has established the ReddiNet® computerized emergency communications network (the “System”), to provide an emergency communications link with all participating customers.

HASC is a trade association with the technical and centralized resources which enable it to effectively administer ReddiNet® system-wide support, and Customer wishes to participate in the System, subject to the terms and conditions set forth below.

Therefore, in consideration of the foregoing premises and the covenants and promises described below, the parties agree as set forth below.

1. **Deliverables.** Customer and HASC hereby agree that, in accordance with and subject to the terms and conditions of this Agreement, HASC will provide the following items and services that are checked in the Deliverables Ordered column (the “Deliverables”):

DELIVERABLES ORDERED	DELIVERABLES
	SOFTWARE MODULES
X	Status
X	Mass Casualty Incident
X	Assessment
X	Messages
X	Bed Capacity
X	Alerts
X	Reports
X	Resource Request
	ADDITIONAL FUNCTIONALITY
X	Non-Acute Flat-Rate (up to 50)
N/A	Application Programming Interface
X	Family Reunification Center
	HARDWARE SUPPORT SERVICES
N/A	Dedicated ReddiNet Unit, Satellite Dish, and Connection Hardware
N/A	Alerting Hardware

2. **Fees and Payment.** HASC will invoice Customer in advance for any initial fees and annual fees hereunder, and on a monthly basis for any other fees hereunder, in accordance with Appendix A for the Deliverables ordered by Customer, and Customer will pay HASC in accordance with the payment terms described below:

2.1 In the event HASC has not received payment in full due under this Agreement within 30 days after Customer's receipt of an invoice, in addition to its other remedies provided herein, HASC shall add a service charge to the amount due in an amount equal to the lesser of one percent (1%) per month or the maximum allowed by law, which service charge shall be prorated on a daily basis.

2.2 In addition to the fees described in Appendix A, Customer shall pay HASC upon receipt of any invoice for any taxes, duties, excises or any other similar government charges (except those based on HASC's net income), which HASC may be required to collect or pay upon the sale, use, licensing, or delivery of the Deliverables or any other matter related to this Agreement.

2.3 **Fee Adjustments**

2.3.1 HASC may, upon at least 60 days' notice prior to any annual anniversary date of the activation of the System for Customer, increase any or all of its fees as of the beginning of the next renewal period without any limitation pursuant to Section 3.3.1 or otherwise, provided that (1) HASC provides written justification to Customer for such increase at the same time as such notice, and (2) Customer may terminate this Agreement upon notice to HASC within 30 days of its receipt of any such notice.

2.3.2 The parties hereto may upon mutual agreement at any time adjust the fees hereunder.

2.4 The total amount of this Agreement shall not exceed \$77,492.00 inclusive of all costs, taxes, and expenses.

3. **Term and Termination**

3.1 **Term.** This Agreement shall be effective beginning June 2nd, 2023 (the "Effective Date"). HASC and Customer understand and agree that the Agreement shall remain in full force and effect for a three (3) year period unless terminated earlier as provided herein.

3.2 **Termination by Either Party for Cause.** Either HASC or Customer may terminate this Agreement with prior notice to the other of any material breach of this Agreement, provided the injured party has given the other party notice of such breach and there has been a failure to cure such breach within 30 days after receipt of such notice.

3.3 **Termination by HASC.** HASC may also immediately terminate this Agreement with prior notice to Customer if any of the following occur:

3.3.1 Customer fails to comply with its obligations under Section 4 of Appendix B;

3.3.2 Customer fails to make payments as required in this Agreement

3.4 **Governmental or Vendor Actions.** In the event any governmental body having jurisdiction over any aspect of HASC's business, or any telecommunications carrier for HASC's Communication Services or the System, issues any opinion, rule, tariff, schedule, guidelines, order, or other directive of any nature which prevents HASC from providing part or all of HASC's Communication Services or the System or otherwise affects any aspect of HASC's business, HASC may, upon 45 days' prior notice, terminate this Agreement without any liability.

3.5 **Modification or Discontinuance.** HASC may modify or discontinue Communication Services, the System or Customer's use of the System on 60 days' notice. HASC shall not be liable to Customer for any such modification or discontinuance. In addition, if HASC loses its right to provide any or all of its Communication Services, HASC may terminate this Agreement in whole or in part on 30 days' notice.

3.6 **Termination for Convenience.** Either party may terminate this Agreement for any reason upon 60 days' written notice to the other party.

3.7 **Customer's Return of Deliverables.** Upon termination of this Agreement, Customer shall immediately return to HASC any Deliverables in Customer's possession. Customer shall also return proprietary training and service manuals and any promotional or advertising materials relating to the Deliverables or System to HASC. Customer shall notify HASC of other HASC proprietary materials that Customer is not able to return to HASC, and upon HASC's request Customer shall destroy other HASC proprietary materials that Customer does not return to HASC and certify such destruction in writing. Thereafter, Customer shall not be permitted to participate in the System unless Customer enters into a new written agreement under terms agreeable to HASC.

3.8 **Customer's Obligation to Pay.** Termination of this Agreement shall not relieve Customer of its obligation to pay all HASC fees and invoices accruing prior to termination.

3.9 **Suspension of Performance.** If either party defaults in the performance of its obligations under this Agreement, the other party may, in addition to its other available remedies in this Agreement, at law, or in equity, suspend performance of its obligations until such default is corrected.

3.10 **Survival.** The termination of this Agreement shall not create any rights or remedies that the parties did not have during the term of this Agreement. Any issues arising under this Agreement shall be addressed in accordance with this Agreement both during and following the term of this Agreement.

4. **Indemnification.** Customer shall, at its expense, indemnify, protect, defend and hold harmless HASC, its employees, officers, directors, contractors and agents from and against any losses, liability, damages, penalties, costs, and fees, including without limitation reasonable attorneys' fees or expenses from any claim or action, including without limitation bodily injury or

death, caused by or arising from Customer's breach of any term or condition of this Agreement, including without limitation Sections 3.4 or 4.2 of Appendix B, or from the negligence or willful misconduct of Customer, its officers, employees, agents or contractors.

5. Miscellaneous

5.1 **Modifications.** No modifications or amendments to this Agreement and no waiver of any provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties.

5.2 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that Los Angeles County in the State of California shall be the exclusive forum for any action brought under this Agreement.

5.3 **Limitations on Actions.** No actions or claims of any form arising from this Agreement or the use of the Deliverables may be brought by either party more than two years after the facts giving rise to the cause of action have arisen.

5.4 **Notices.** Notice will be deemed to be given by the parties under this Agreement if in writing and personally delivered or first sent via facsimile then mailed by first-class registered or certified mail, postage prepaid, to the addresses noted below the signatures on this Agreement. Each party will provide notice to the other of changes to such addresses.

5.5 **Section Headings.** The Section headings throughout this Agreement are for reference purposes only, and the words contained within such headings shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

5.6 **Force Majeure.** Neither party to this Agreement shall be liable or in default for any loss, damage, or delay in its performance of this Agreement, except for delays in payment, if such loss, damage or delay shall be due to any cause whatsoever beyond its reasonable control, including, but not limited to, acts of God, acts or regulations or decrees of any government, earthquake, flood, fire, power blackout, unusually severe weather, acts of the enemy, events or war, embargo, strike, lock-out, dispute with work persons, accidental delay in transportation, shortage of fuel or supplies, inability to obtain materials, or other causes. In the event of such delay, the time for performance under this Agreement shall be extended for the time necessary to complete performance if the party incurring the delay exercises due diligence as the circumstances require.

5.7 **Severability.** If any term or condition of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

5.8 **Assignment.** Either party may assign this Agreement, convey its interests in the Deliverables, delegate its duties, or assign the right to receive payments without the other party's consent, except Customer may not assign this Agreement, delegate its duties or transfer its interests under this Agreement to a competitor of HASC without HASC's prior written consent.

Any attempted assignment or transfer in contravention of this Section shall be null and void. This Agreement shall be binding on successors and assigns of the parties, if any.

5.9 Nonwaiver. Any failure or delay by either party to exercise or partially exercise any right under this Agreement shall not be deemed a waiver of any of the rights, powers, or privileges under this Agreement.

5.10 Full Cooperation of Customer. Customer agrees that it will provide its full cooperation to HASC with regard to all aspects of this Agreement, and understands that, without such cooperation, the timely completion of this Agreement will be impossible. Such cooperation includes, but is not limited to, access to all necessary personnel, procedures, data for testing and documents of Customer on an as-needed basis.

5.11 Books, Records and Audit. HASC shall maintain books and records relating to all transactions occurring pursuant to this Agreement for a period of three years following termination of this Agreement. Customer and its duly authorized representatives shall have the right upon reasonable notice and at all reasonable hours of normal business days to examine and to copy such records and materials in the possession or under the control of HASC with respect to this Agreement. The cost of such audit or inspection shall be borne by Customer. All information examined, made available and copied by Customer and its representatives shall be deemed to be HASC's confidential information and subject to the same protections as the HASC Materials under Section 4.2 of Appendix B.

5.12 Delegation of Authority to HASC.

5.12.1 Customer delegates to HASC the authority to enter into such agreements with vendors or suppliers as are necessary to (1) provide, service and maintain the Deliverables; (2) provide training of Customer employees in the use of the Software; (3) provide administrative support; and (4) take other such additional steps as are appropriate to accomplish the foregoing. Customer shall not directly contact any such vendor or supplier without HASC's prior written approval, and shall promptly provide HASC with any copies of correspondence, in any medium, between Customer and any such vendor or supplier.

5.13 Acknowledgment of Understanding – Entire Agreement. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Customer and HASC agree that this Agreement is subject to the terms and conditions of Appendix A (Pricing Schedule) and Appendix B (Standard Terms and Conditions) which are attached hereto and incorporated herein by this reference as they apply to Customer. Customer also agrees that this Agreement is the complete and exclusive statement of the agreement between HASC and Customer and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between HASC and Customer relating to the subject matter of this Agreement, including without limitation prior agreements relating to the System. This Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of HASC and Customer. HASC may provide additional Deliverables or modify the Deliverables provided under this Agreement, at then-current prices, where the parties mutually agree to such modification in a purchase order or other signed writing.

5.14 Equipment

5.14.1 Equipment Provided Under This Agreement. To the extent Customer obtains any equipment under this Agreement, Customer shall be responsible, at its sole cost and expense, to replace any such equipment as may be necessary, except to the extent expressly provided otherwise in this Agreement.

6. Independent Contractor. The parties intend that an independent contractor relationship will be created by this contract. HASC is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. HASC exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by HASC. Those persons will be entirely and exclusively under the direction, supervision, and control of HASC.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which HASC performs the work or services for accomplishing the results. HASC understands and agrees that HASC lacks the authority to bind County or incur any obligations on behalf of County.

HASC, including any subcontractor or employees of HASC, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. HASC shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes HASC. HASC shall not be subject to the work schedules or vacation periods that apply to County employees.

HASC shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that HASC provides for its employees.

HASC acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

7. Audit by California State Auditor. Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required

by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

8. **Levine Act.** Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit A, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

9. **Contract Administrator.** Customer’s responsible person for administering this Agreement shall be Sue Hennike, Deputy Chief Administrative Officer, or designee.

COUNTY OF EL DORADO

HOSPITAL ASSOCIATION OF
SOUTHERN CALIFORNIA

By: _____

By: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: George Greene

Title: _____

Title: President and Chief Executive
Officer

Notice of Address:

Notice of Address:

515 South Figueroa St, Suite 1300

Los Angeles, CA 90071-3300

Operational Review

HASC Legal Review

APPENDIX A – PAYMENT TERMS

El Dorado County ReddiNet Fees July 2023 – June 2024

Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
El Dorado EMS, PH, DOC, EOC and ACS	Y	Y	Y	Y	Y	Y	6	\$ 4,506
Barton Memorial Hospital	Y	Y	Y	Y	Y	Y	6	\$ 4,506
Marshall Medical Center	Y	Y	Y	Y	Y	Y	6	\$ 4,506
Mercy Hospital of Folsom	Y	Y		Y	Y		4	\$ 3,004
Kaiser Roseville Medical Center	Y	Y		Y	Y		4	\$ 3,004
Sutter Roseville Medical Center	Y	Y		Y	Y		4	\$ 3,004
CALFIRE Camino Dispatch ECC							0	\$ -
Fixed fee for up to 50 sites with Status, Assessment, and Messaging for LTCs, ASCs, Clinics, Dialysis, etc. and Bed Capacity for LTCs.								\$ 2,534
TOTAL								<u>\$ 25,064</u>

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.

El Dorado County ReddiNet Fees July 2024 – June 2025

Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
El Dorado EMS, PH, DOC, EOC and ACS	Y	Y	Y	Y	Y	Y	6	\$ 4,644
Barton Memorial Hospital	Y	Y	Y	Y	Y	Y	6	\$ 4,644
Marshall Medical Center	Y	Y	Y	Y	Y	Y	6	\$ 4,644
Mercy Hospital of Folsom	Y	Y		Y	Y		4	\$ 3,096
Kaiser Roseville Medical Center	Y	Y		Y	Y		4	\$ 3,096
Sutter Roseville Medical Center	Y	Y		Y	Y		4	\$ 3,096
CALFIRE Camino Dispatch ECC							0	\$ -
Fixed fee for up to 50 sites with Status, Assessment, and Messaging for LTCs, ASCs, Clinics, Dialysis, etc. and Bed Capacity for LTCs.								\$ 2,610
TOTAL								<u><u>\$ 25,830</u></u>

El Dorado County ReddiNet Fees July 2025 – June 2026

Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
El Dorado EMS, PH, DOC, EOC and ACS	Y	Y	Y	Y	Y	Y	6	\$ 4,782
Barton Memorial Hospital	Y	Y	Y	Y	Y	Y	6	\$ 4,782
Marshall Medical Center	Y	Y	Y	Y	Y	Y	6	\$ 4,782
Mercy Hospital of Folsom	Y	Y		Y	Y		4	\$ 3,188
Kaiser Roseville Medical Center	Y	Y		Y	Y		4	\$ 3,188
Sutter Roseville Medical Center	Y	Y		Y	Y		4	\$ 3,188
CALFIRE Camino Dispatch ECC							0	\$ -
Fixed fee for up to 50 sites with Status, Assessment, and Messaging for LTCs, ASCs, Clinics, Dialysis, etc. and Bed Capacity for LTCs.								\$ 2,688
TOTAL								<u><u>\$ 26,598</u></u>

APPENDIX B – SOFTWARE

1. SOFTWARE LICENSE

1.1 **Grant of License.** HASC hereby grants, and Customer accepts, a nontransferable, nonexclusive license to use the software modules ordered in the Agreement and the Documentation (as defined below) only in accordance with the terms and conditions in this Appendix B and the other parts of the Agreement (the “Software”).

1.2 **Limitations on License.** Except as allowed under Section 1.3 of this Appendix B, Customer may not copy, disassemble, decompile, reverse engineer, modify, translate, display, sell, sublicense, lease, rent, assign or otherwise transfer, use or make available or disclose the Software in any form, in whole or in part, to any third party, without the prior written consent of HASC. Customer will take appropriate action by instruction, agreement or otherwise with persons permitted access to the Software to satisfy its obligations under the Agreement with respect to protection of the Software.

1.3 **Copies.** If applicable, no more copies of the Software (“Copies”) may be produced by Customer in machine readable form than are necessary for the purposes of this Agreement and for back-up purposes. Customer will maintain appropriate records of the location of the Copies. Customer will reproduce and include the copyright notice or other proprietary notices of HASC on the Copies, in whole or in part, or on any form of the Software. All Copies are also subject to the provisions of this Agreement.

1.4 **Title.** Title to and all rights and interests in the Software and its code are the exclusive proprietary property of HASC and are protected by copyright, patent and trade secret laws. The original and any Copies, in whole or in part, including translations, compilations, copies with modifications, enhancements, derivative works, and updated versions are and shall remain the exclusive property of HASC. Customer will take all steps necessary to protect HASC’s proprietary rights and confidentiality in the Software, including, but not limited to, the proper display of copyright, trademark, trade secret and other proprietary notices on any copies of the Software. Except for the license granted under the Agreement, nothing in the Agreement shall be construed as transferring to Customer any right, title, or interest in the Software or any portions thereof, or as conferring any license or other right, by implication, estoppel or otherwise under any trade secrets, trademark, proprietary right, copyright, patent or otherwise. Customer shall not alter or remove from the Software or other proprietary HASC materials or data any notices or identification which indicate ownership of HASC.

1.5 **Documentation.** HASC will provide to Customer User Guides.

2. SOFTWARE SUPPORT SERVICES

2.1 HASC agrees to provide the software support services described in this Section 2 (“Software Support Services”).

2.2 The specifications for the Software shall be the documentation for the Software provided by HASC to Customer (the “Software Specifications”). HASC will use commercially

reasonable efforts to correct all failures of the Software to operate substantially in accordance with their Software Specifications (“Software Error(s)”).

2.3 HASC will provide enhancements and modifications to the Software that are made generally available at no additional charge to HASC’s other ReddiNet® customers receiving Software Support Services similar to the Software Support Services provided hereunder. Customer must purchase any additional equipment and third-party software which HASC deems required, in its reasonable technical and business judgment, to continue the basic functionality of the Software. If Customer does not purchase such additional equipment and third-party software, HASC shall be entitled to terminate the Agreement in accordance with Section 3.2 of the Agreement. New releases and new versions of the Software (including, but not limited to, significant new software functionality which are not made generally available to HASC’s other customers at no additional charge) are not provided hereunder, but will be made available at HASC’s then current fees for such items. Enhancements and modifications to, and new releases and new versions of, the Software, shall be included in the definition of “Software” for purposes of the Agreement.

2.4 HASC will provide commercially reasonable telephone assistance to Customer’s employees in identifying, verifying, isolating and resolving Software Errors. Such telephone assistance will be provided as a supplement to, rather than a substitute for, adequate training for Customer and its users.

2.5 HASC will not be required to correct or perform maintenance or Software Support Services for the following:

- (a) Software Errors caused by any modifications of the Software or related hardware by any party other than HASC;
- (b) problems related to hardware or software not provided by HASC;
- (c) Customer’s failure to use enhancements, programming Software Error corrections, or the most current release of the Software provided by HASC;
- (d) Customer’s failure to use the Software in accordance with the terms of the Agreement;
- (e) problems related to Customer’s combination, operation, or use of the Software with non-HASC software or equipment unless such software or equipment was authorized by HASC; or
- (f) problems occurring in an operating environment outside of the environment recommended by HASC as follows: Adobe Flash Player version 9.0 or greater and 512 megabytes of RAM or greater.

2.6 HASC shall provide the Software Support Services in the following manner:

- (a) Non-emergency Software Support Services between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except during the following HASC

holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and December 25 through December 31.

(b) Emergency Software Support Services via telephone, 24-hours-a-day, 7-days-a-week. For purposes of the Agreement, "Emergency Software Support Services" will mean Software Support Services required to maintain Software availability. Emergency Software Support Services do not include operator instruction, user training, or other problems which could be handled by Customer through adequate training. Customer may contact HASC by telephone for the Emergency Software Support Services at any time and HASC will make commercially reasonable efforts to respond within two hours after receiving a telephone request from Customer.

(c) HASC shall be under no obligation to provide the Software Support Services if the following occur:

- (i) Customer fails to perform its obligations in Section 2.8;
- (ii) any failure in performance or loss or damage under the Agreement due to any cause beyond either party's reasonable control;
- (iii) failure by Customer to maintain site specifications recommended in writing by HASC;
- (iv) failure by Customer to apply updates to the Software as requested by HASC;
- (v) Customer makes any addition of hardware or software for which Customer has not received prior written approval from HASC; or
- (vi) there is a failure of the Software or any part thereof which is attributable to: (A) inappropriate or unauthorized use; (B) accident, neglect, misuse or abuse; or (C) exposure of the Software to potentially harmful environmental, electrical, or operating conditions.

2.7 HASC may, as it deems required in its reasonable technical and business judgment, modify or enhance the Software.

2.8 HASC and Customer agree to the following:

(a) Customer shall designate one person and one alternate to serve as HASC's support contact (the "ReddiNet® Coordinator") and Customer's management representative, to perform certain obligations of Customer under the Agreement, and to facilitate HASC's performance of the Software Support Services. Only the ReddiNet® Coordinator will be authorized to request and receive Software Support Services provided hereunder on behalf of Customer. Customer may change its ReddiNet® Coordinator at any time by notice to HASC;

(b) Customer understands and acknowledges the need for centralized administration, maintenance, and support of the Software and agrees to utilize only the Software

Support Services of HASC and its subcontractors in connection with the Software Support Services, unless otherwise approved in advance and in writing by HASC;

(c) Customer shall provide HASC with notice of changes to the Software or any other vital Software component made by any employee, contractor or agent of Customer. Such changes, without the prior express written consent of HASC, will relieve HASC of any and all obligations to provide the Software Support Services; and

(d) Customer shall operate and maintain the most current release of the Software which HASC has made available to Customer.

2.9 If HASC needs to provide Software Support Services as a result of any of the causes listed in Sections 2.5 or 2.6(c) of this Appendix B, HASC shall submit a quote to Customer for authorization, approved in writing by the Contract Administrator before proceeding with such Software Support Services. Such Software Support Services will be provided at HASC's then-current time and materials rates, including reimbursement for travel expenses.

2.10 **Reinstatement Fee.** If Customer desires to renew the Software Support Services of HASC after a period of noncoverage under the Agreement, Customer will pay HASC a reinstatement fee designated by HASC to update the Software to the then-current version. Customer will be responsible for any additional hardware or third-party software which HASC deems required to utilize the then-current version of the Software.

3. DATA AND DATA TRANSMISSION

3.1 **Data Transmission.** HASC will make commercially reasonable efforts to provide access to and use of the System.

3.2 **Data Sharing and Ownership.** Customer and HASC may share data for the purposes of this Agreement. Data that Customer produces and sends to HASC or another party pursuant to this Agreement shall remain the exclusive property of Customer ("Customer Data"). Data produced or modified by HASC, including the format and arrangement of such data, shall remain the exclusive property of HASC. Each party understands and agrees that data transmitted over the System (including Customer Data) may be shared with government and other entities and customers solely in accordance with all applicable laws and regulations, and it may be subject to disclosure under public records laws.

3.3 **Data License.** Customer grants to HASC a nonexclusive, royalty-free, perpetual, worldwide license to use, reproduce, modify, sublicense and distribute Customer Data to HASC's other customers and government entities subject to the applicable government laws, regulations governing Customer Data.

3.4 **Data Warranty.** Customer shall be responsible for its Customer Data entry activities, and for the accuracy of any Customer Data delivered to HASC or another party pursuant to the Agreement. Customer represents and warrants that Customer Data is true and accurate data and information, to the best of Customer's knowledge. Customer shall promptly correct any errors in such Customer Data. HASC shall not be responsible for errors in Customer Data or data entry done by Customer, or for errors in the Deliverables that result from errors in Customer Data, data

entry done by Customer or Customer's failure to comply with the Agreement. Customer is responsible for complying with applicable federal, state, or local laws and/or regulations that apply to the delivery of Customer Data to HASC and that apply to the use and/or disclosure of such Customer Data as set forth under the Agreement.

3.5 System Disclaimer. Customer understands and agrees that temporary interruptions to the System may occur which will prevent access to and use of the data, including during power outages, internet downtime, installation and/or maintenance of the System, and other events described in Section 5.6 of the Agreement (Force Majeure). HASC shall not be liable to Customer or any other person or entity for any interruption in the System not caused by HASC's willful misconduct.

3.6 Exclusive Remedy. In the event that data to be transmitted through the use of the Software or by or through the System is interrupted, inaccurately transmitted, or not transmitted directly as a result of HASC's failure to perform its obligations under the Agreement (collectively, "Transmittal Error(s)"), Customer's sole and exclusive remedy shall be that HASC will: (1) use commercially reasonable efforts to retransmit the data; or (2) if HASC is unable to retransmit the data, in HASC's judgment, HASC will give Customer a pro rata refund of the fees paid by Customer to HASC under this Agreement for the remainder of the term and the Agreement will terminate; or (3) if the Transmittal Error(s) results in substantial damage to Customer and HASC does not terminate the Agreement, then HASC's only obligation and sole liability to Customer shall be limited to granting Customer credits equal to Customer's reasonable out-of-pocket expenses, as reasonably mitigated by Customer, which Customer can demonstrate are directly attributable to the Transmittal Error(s) by HASC or HASC's vendors, but in no event shall such credits during any one calendar year in the aggregate exceed the lesser of: (i) three times the average monthly revenue received by HASC from Customer for the Deliverables which contained the Transmittal Error(s) over the preceding 12 months (or such lesser time if this Agreement has been in effect for less than 12 months); or (ii) Five Thousand Dollars (\$5,000).

3.7 Claim Assertion. Any claim by Customer under this Section must be asserted by Customer in writing within 30 calendar days after Transmittal Error(s), except that, if such Transmittal Error(s) is not reasonably detectable within such 30-day period by Customer in the exercise of due diligence, then such claim must be asserted no later than ten calendar days after the actual discovery by Customer of such Transmittal Error(s) and within 180 calendar days after the Transmittal Error(s). Customer agrees to supply the requested documentation necessary to support any claim asserted under this Section.

4. OTHER OBLIGATIONS

4.1 Confidentiality and Protection

(a) Customer will maintain the confidentiality of, and protect from theft and unauthorized copying, the Deliverables, any copy made of the Software, and any documentation or information regarding the Deliverables ("HASC Materials") provided to Customer. Customer shall limit access to the HASC Materials to Customer's employees, independent contractors, directors and agents with authorization for and subject to written confidentiality obligations for their use. Customer shall also maintain the confidentiality of any information or data retrieved by

Customer over the System regarding any other ReddiNet® customers (“ReddiNet Customer Information”). Customer shall not disclose, publish or release any ReddiNet Customer Information to any third party, and will keep all ReddiNet Customer Information in strict confidence, unless otherwise authorized in writing by the specific ReddiNet® customer to which such ReddiNet Customer Information relates or except for ReddiNet Customer Information provided to HASC by Customer. HASC will maintain the confidentiality of, and protect from theft and unauthorized copying, any proprietary documentation or information of Customer (“Customer Materials”) provided to HASC. HASC shall limit access to the Customer Materials to HASC’s employees, independent contractors, directors and agents with authorization for their use. Except as is necessary for the performance of its obligations under this Agreement, HASC shall not disclose, publish or release any Customer Materials to any third party, and will keep all Customer Materials in strict confidence, unless otherwise authorized in writing.

(b) Customer shall promptly provide notice to HASC after obtaining knowledge of the existence of any circumstances surrounding any actual or suspected unauthorized knowledge, possession or use of HASC Materials or ReddiNet Customer Information and shall cooperate with HASC in taking action against unauthorized users, and HASC shall promptly provide notice to Customer after obtaining knowledge of the existence of any circumstances surrounding any actual or suspected unauthorized knowledge, possession or use of Customer Materials and shall cooperate with Customer in taking action against unauthorized users.

(c) Because of the unique nature of the HASC Materials, ReddiNet Customer Information and Customer Materials, each party understands and agrees that, in the event that either party fails to comply with any of the terms of this Section 4.1, the other party (the “Nonbreaching Party”) will suffer irreparable and extreme harm and monetary damages may be inadequate to compensate the Nonbreaching Party for such breach. Accordingly, each party agrees that the Nonbreaching Party will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Section 4.1.

4.2 Protected Health Information. The parties shall comply with the provisions of Appendix B-1 in connection with any Protected Health Information (as there defined) that HASC creates, receives, maintains, or transmits on behalf of Customer under circumstances that cause HASC to qualify as Customer’s business associate for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Standards for Privacy of Protected Health Information and the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 and 164.

4.3 Third Party Access. HASC may provide click-through URL’s to third party sites. That site may have a privacy policy different from HASC and may provide less security than this ReddiNet site. HASC is not responsible for and assumes no liability for the products, services and content on the third-party website.

5. LIMITED WARRANTY

HASC warrants that the Software shall perform substantially in accordance with the Software Specifications for 90 days from delivery of the initial Software to Customer. HASC’s entire liability and Customer’s exclusive remedy for breach of this warranty shall be for HASC, at

its option, either to: (a) return the fees paid for the Software; (b) replace Software that does not meet the limited warranty described herein and which is returned to HASC or (c) make commercially reasonable efforts to correct any Software Errors which Customer may find in the Software during the above-described warranty period and which prevent the Software from performing substantially in accordance with the Software Specifications.

6. WARRANTY DISCLAIMERS

HASC GRANTS TO CUSTOMER NO WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, OTHER THAN WARRANTIES EXPRESSLY GRANTED TO CUSTOMER IN THIS SECTION 6 OF APPENDIX B. HASC EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT FOR THE DELIVERABLES. HASC DOES NOT WARRANT: THAT THE FUNCTIONS CONTAINED IN THE DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS; THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS IN THE DELIVERABLES WILL BE CORRECTED. HASC DOES NOT WARRANT THE ACCURACY OR TIMELINESS OF THE DATA TRANSMITTED VIA THE INTERNET.

7. LIMITATION OF LIABILITIES

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IT IS EXPRESSLY AGREED THAT HASC AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE AGREEMENT, EVEN IF HASC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF USE, LOSS OF PROFITS, TORTIOUS CONDUCT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR INTERRUPTION OF BUSINESS. HASC AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION OR OPERATION OF THE DELIVERABLES UNDER THE AGREEMENT.

7.2 HASC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION FAILURE OR NEGLIGENCE OF ITS EMPLOYEES, CONTRACTORS AND AGENTS, DEFECTIVE DELIVERABLES, FAILURE OF THE ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER, AND ANY OTHER CAUSE (INCLUDING BUT NOT LIMITED TO TORTIOUS CONDUCT, STRICT LIABILITY, AND BREACH OF CONTRACT) AND CUSTOMER'S SOLE REMEDY, SUBJECT TO THE OTHER REMEDIES PROVIDED UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT IN EXCESS OF THE FEES PAID FOR THE DELIVERABLES WHICH CAUSE SUCH LIABILITY. CUSTOMER AGREES THAT SUCH LIMITATION OF LIABILITY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXTENDS TO LOSS OF DATA, LOSS OF ACTUAL OR ANTICIPATED REVENUE, LOSS DUE TO FAILURE OF ANY SOFTWARE, HARDWARE OR COMMUNICATIONS SERVICES COMPONENT, AND/OR DAMAGE TO BUSINESS REPUTATION.

8. DEFENSE OF CLAIMS

HASC will defend Customer against any third party action against Customer that is based on a third party claim that the Software infringes a United States registered patent or copyright as of the Effective Date and shall pay any costs or damages that may be finally awarded against Customer resulting from such action, subject to Customer promptly notifying HASC in writing of any such action. HASC will not defend Customer, however, if the claim of infringement is caused by: (1) Customer's misuse or modification of the Software or System; (2) Customer's failure to use corrections or enhancements made available by HASC; (3) Customer's use of the System or Software in combination with any product or information not developed or authorized by HASC; (4) Customer's distribution, marketing or use for the benefit of third parties of the System or Software not in accordance with this Agreement; or (5) information, direction, specification or materials provided by Customer or any third party. If the Software is, or in HASC's opinion is likely to be, held to be infringing, HASC shall at its expense and option either (a) procure the right for Customer to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to be noninfringing or (d) direct the return of the Software and have the right to terminate the Agreement. The foregoing remedies constitute Customer's sole and exclusive remedies and HASC's entire liability with respect to intellectual property claims and actions.

APPENDIX B-1 - HIPAA Requirements

To the extent that Customer is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"), HASC provides services to the Customer that may involve Protected Health Information (PHI), as the term is defined at 45 CFR § 160.103, and therefore HASC may qualify as the Customer's business associate under HIPAA.

For the purpose of both parties complying with HIPAA, HASC and Customer agree that:

1. Permitted Uses and Disclosures of Protected Health Information (PHI).

HASC may use and disclose PHI for the purposes contemplated by the Agreement, as the same is amended or supplemented from time to time, and to the extent that such use or disclosure would not violate HIPAA if done by Customer. HASC also may use and disclose PHI for the proper management and administration of its business and to carry out its own legal responsibilities, as long as, in the case of any such disclosure, either:

(a) The disclosure is required by law; or

(b) This disclosure is allowed by law and HASC obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such person, and that the person will notify HASC of any instances of which it is aware in which the confidentiality of the information has been breached.

2. HASC's Obligations. HASC shall:

2.1. Not use or further disclose Protected Health Information except as lawfully permitted or required by this appendix, or required by law.

2.2. Use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this Appendix, including administrative, physical and technical safeguards for e-PHI that reasonably and appropriately protect the confidentiality, integrity and availability of Customer's electronic Protected Health Information.

2.3. Comply with the applicable requirements of the Security Standards for Protection of Electronic Protected Health Information at 45 CFR Part 164 Subpart C.

2.4. Report to Customer as soon as possible any use or disclosure of PHI not provided for by this Appendix of which HASC becomes aware.

2.5. Report to Customer as soon as possible any security incident involving PHI, except that this section shall hereby serve as notice, and no further reporting shall be required, of the regular occurrence of unsuccessful attempted security incidents.

2.6. Report to Customer a breach of unsecured PHI as required by 45 CFR § 164.410.

2.7. Ensure that its agents, including any subcontractor, to whom it provides PHI agree to the restrictions and conditions that apply to HASC with respect to such information and implement the safeguards required above with respect to electronic Protected Health Information.

2.8. Upon Customer's request, make available PHI in accordance with 45 CFR § 164.524 to the extent that HASC maintains PHI in a designated record set.

2.9. Upon Customer's request, make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 to the extent that HASC maintains PHI in a designated record set.

2.10. Upon Customer's request, make available the information necessary for the Customer to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

2.11. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Customer's and HASC's compliance with their legal obligations.

2.12. Upon termination of the Agreement, return or destroy all PHI to the extent feasible, and, to the extent infeasible, extend the protections of this appendix to such information that cannot be returned or destroyed, and limit further use and disclosure of such information to those purposes that make the return or destruction of the information infeasible.

3. Customer's Obligations.

3.1. Customer warrants that its notice of privacy practices under 45 CFR § 164.520 authorizes HASC's uses and disclosures of PHI as contemplated by the Agreement. Customer shall notify HASC of any limitation(s) in the notice of privacy practices of Customer under 45 CFR § 164.520, to the extent that such limitation may affect HASC's use or disclosure of PHI.

3.2. Customer shall notify HASC of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect HASC's use or disclosure of PHI.

3.3. Customer shall notify HASC of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect HASC's use or disclosure of PHI.

3.4. Customer shall not request or cause HASC to use or disclose PHI in any manner that would not be permissible under the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 164 Subpart E.

4. No Third Party Beneficiaries. There are no third party beneficiaries of this Appendix.

5. **Breach.** Customer may immediately terminate the Agreement if it determines that HASC has violated a material term of this Appendix, and HASC fails to remedy the violation within thirty (30) days of receipt of written notice thereof.

Hospital Association of Southern California

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is HASC's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual