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RALS® SOFTWARE SYSTEM LICENSE AND SUPPORT MASTER AGREEMENT

THIS RALS® SOFTWARE SYSTEM LICENSE AND SUPPORT MASTER AGREEMENT ("Master Agreement") is entered into retroactively as of the 15th of May, 2016, ("Effective Date"), between ALERE INFORMATICS, INC., ("AI"), and the County of Monterey on behalf of Natividad Medical Center, the customer identified below in provision 14(a) ("Customer").

This Agreement includes the following: the RALS Software System ("RALS") and associated components (including hardware components if applicable) third-party software products as may be relevant; and AI device module software as specified in the Exhibits attached hereto and incorporated hereof ("Software Module").

1. Definitions

a.   "Affiliate" means any individual, corporation or other business entity controlled by, controlling or under common control with either party; provided however, that for this purpose "control" means direct or indirect beneficial ownership of at least 50% of the voting stock in the case of a corporation, or the right to receive distributable net income in the case of any other business entity.

b.   "GO LIVE" means the date upon which RALS has been installed and the patient results are able to be uploaded to RALS from connected devices.

c.   "System Support Model" means the model where AI provides Customer with a pre-configured virtual system image which includes the operating system, SQL database and associated software to run on the virtual host infrastructure operated, maintained and managed by the Customer. Under this model, AI is responsible for configuration and support of all software provided to Customer within the virtual system, as well as for acquiring any third party software licenses provided with and used within the virtual system. Additionally, under the System Support Model, Customer will have local administrative rights to the operating system but will not have direct access to the SQL database. AI will possess a local operating system user account to serve as administrator of the system provided and will retain "sa" level access to administer the SQL database.

d.   "System Support and Server Model" means the model where Customer does not have virtual hosting capability and/or capacity and thus purchases a pre-configured physical server from AI to act as the virtual host infrastructure of the System Support Model. Under this model, AI is responsible for initial configuration of the physical system and virtualization hosting software provided to Customer, and will acquire and include any third party software licenses that may be necessary for this host system; provided, however, that Customer, as owner of the server, shall be solely responsible for maintaining the physical virtual host server and any and all on-going support the server may require.

2.   Implementation; Configuration; Acceptance and GO LIVE
Implementation

a.   Model. Per the terms of this Agreement, AI shall provide Customer with RALS, and associated support, via the following three implementation model: the System Support and Server Model. **The Physical Model shall be available only for those Customers who have received physical hardware from AI under a prior agreement that has yet to expire or terminate.** As part of the RALS implementation process, the parties agree as follows:

i.   Software. AI shall provide Customer one (1) electronic executable copy of any licensed Software Module(s) as well as Documentation. Customer shall not copy the Software Module(s) (except for one (1) software archival copy utilized for back up purposes only) or the Documentation without the express written permission of AI.

ii.   Network Connections and Infrastructure. Customer shall be responsible for the purchase or lease, installation, testing and maintenance of adequate network connections and services, including but not limited to all network infrastructure related hardware and software such as switching and routing equipment, name resolution systems, centralized data backup and recovery systems, virus protection systems, firewall and intrusion detection systems, etc. Additionally, Customer shall be solely responsible for network maintenance, including periodic inspections, adjustments, and repair. AI is not responsible for failure of RALS or any Software Module(s) to function as warranted herein, caused by an inadequate or defective network connection or inadequate, defective, or improperly configured network protection systems such as firewalls or anti virus systems.

iii.   Operating Environment. Customer agrees that the Customer-provided operating environment for RALS is within the Customer's access controlled facilities and on the Customer's private and secured data network. Additionally, Customer agrees that any and all RALS systems provided will be hosted, installed, and/or deployed within the Customer's computer data center or server room environment with the same

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physical, environmental, and network security measures provided as are commonly used for hospital systems that store and maintain private and protected patient information.

Configuration

b. Delivery of RALS to the Customer will occur on a mutually agreed to date following the completion and approval by Customer and AI of the RALS Installation Specification Worksheet ("ISW") which AI may release in parts or stages. Customer and AI will schedule a configuration date based on the best estimate of both parties as to the completion of all pre-installation work (including, but not limited to, completion of the ISW), and an authorized site being fully ready to receive RALS. Customer and AI agree to use their best efforts to maintain the scheduled date for RALS configuration; provided, however, that neither party will be liable to the other for delays as a result of events beyond their control.

c. Confirmation of the configuration date by the parties shall occur no less than thirty (30) days prior to the actual date. Upon such confirmation, Customer and AI represent to each other that all authorized sites are ready to receive RALS and associated Documentation (additional copies of the Documentation are available and may be purchased at AI's standard rates in effect at the time of ordering). In the event that Customer requests a change in the confirmed configuration date, AI shall do its best to accommodate Customer's request and suggest or accept an alternate configuration date.

Acceptance and GO LIVE.

d. Customer shall provide acceptance of RALS and GO LIVE upon receipt of an official, dated, communication from AI that all test procedures and system requirements have been satisfied and any and all system problems have been resolved to the reasonable satisfaction of both parties. In the event that Customer does not provide AI with notice of acceptance within thirty (30) days of AI's dated communication, GO LIVE will automatically be deemed to occur.

3. License Grant

a. License. Subject to the terms and conditions of this Agreement, and in consideration for payment of a license fee, AI grants Customer a personal, non-transferable, non-exclusive, license to RALS and applicable user documentation (the "Documentation"), as well as to any Software Module(s) identified in attached Exhibits, limited to authorized sites as set forth therein. For the sake of clarity, all Software Modules licensed under this Agreement shall be documented in a successively numbered Exhibit A (i.e. Exhibit A-1, Exhibit A-2, Exhibit A-3, etc.) to this Agreement. The addition of authorized sites to any licensed Software Module(s) may occur at any time by paying an additional license fee in accordance with AI's fee schedule.

b. Restrictions. Customer shall not (i) permit any third party to use RALS; (ii) modify or change RALS, any of its components or configuration; or (iii) decompile, disassemble or otherwise reverse engineer any pieces of RALS.

4. Term

This Agreement shall take effect upon the Effective Date and shall remain in effect for one year, unless sooner terminated as provided for under this Agreement. The Agreement term may be extended by both parties via an amendment to this Agreement signed by both parties.

5. Payments

In consideration for the license(s) granted hereunder, Customer shall pay AI the fees set forth in the Exhibits attached hereto.

6. Intellectual Property

RALS and licensed Software Module(s) (as well as AI supplied hardware components where applicable) are proprietary to AI and all rights, title and interests thereto shall remain with AI. All applicable rights to patents, copyrights, trademarks and trade secrets in RALS and/or Software Module(s), or any modifications made at Customer's request, shall be regarded as AI intellectual property. Additionally, AI will acquire and retain all licenses for any Third-Party Software provided to Customer (under the Physical Model, System Support Model or System Support and Server Model) in connection with RALS and/or Software Module(s). Customer shall not sell, transfer, sublicense, publish, disclose, display or otherwise make available RALS and/or Software Module(s) (or copies thereof) to others. All copies made by the Customer of RALS, Software Module(s), and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of AI. Violation of any provision of this Provision 6 shall be the basis for immediate termination of this Agreement and the license(s) granted hereunder.

7. Warranty

a. AI represents and warrants that when installed, all operational features of RALS and/or Software Module(s) will conform to AI's current published specifications and will be free of defects which substantially affect

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system performance. AI represents and warrants that any physical media containing RALS and/or Software Module will be free of any code, software routine or programming instruction, hardware component or combination of the above which is intended to damage, interfere with or otherwise adversely affect computer programs or erase software, hardware or data without Customer's approval, disable RALS/Software Module(s) or Customer's computer system with the passage of time or under the control of any person other than Customer (whether created as disabling code, time bomb, back door, or drop dead device), or any other viruses, worms, or other non-beneficial code without Customer's prior written approval. Furthermore, AI represents and warrants that it has taken all necessary precautions to avoid creating, delivering or transmitting a virus or worm to Customer in connection with the delivery, configuration, support or maintenance of RALS/Software Module(s) including any updates, bug fixes, patches, or other code, under this Agreement. Notwithstanding the above, Customer expressly acknowledges that AI has incorporated a "key lock" in RALS for the sole purpose of preventing device downloads upon expiration of a Software Module license. In such event, all other capabilities of RALS shall not be affected.

      b.   AI will ensure that RALS and/or Software Module(s) are in compliance with all applicable federal and state laws, rules and regulations, including The Joint Commission standards. Customer shall notify AI in writing of any suspected non-compliance issue and AI shall respond within thirty (30) days and will exercise commercially reasonable efforts to resolve the issue within this timeframe.

      c.   If RALS or any licensed Software Module is determined by AI to be defective, AI's sole obligation under this Agreement is to remedy such defect in a manner consistent with AI's regular business practices. In the event that AI is unable to remedy such defect within three (3) business days, AI may terminate the license(s) granted hereunder by written notice to Customer, in which event Customer shall be entitled to a refund of the license fee for the unamortized portion of the license fees hereunder.

      d.   WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY AI. AI MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE MADE REGARDING THE RESULTS OBTAINED FROM RALS/SOFTWARE MODULE(S), THAT ALL ERRORS IN RALS/SOFTWARE MODULE(S) WILL BE CORRECTED. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF GOODWILL AND DAMAGES RESULTING FROM LOSS OF USE, BREACH OF CONTRACT, INTERRUPTION OF BUSINESS OR LOST PROFITS OR LOST SALES ARISING FROM THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

AI IS NOT ENGAGED IN RENDERING MEDICAL, CLINICAL OR OTHER PROFESSIONAL SERVICES OR ADVICE. IF MEDICAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.
CUSTOMER AGREES THAT AI'S LIABILITY IN CONNECTION WITH RALS/SOFTWARE MODULE(S), WHETHER ARISING IN CONTRACT, STRICT LIABILITY IN TORT, OR WARRANTY SHALL NOT EXCEED THE INSURANCE POLICY LIMIT REQUIREMENTS AS SET FORTH HEREIN SECTION 15 BELOW UNDER THIS AGREEMENT.

8.   Maintenance and Support Services

      a.   <u>Scope of Services</u>. During the term of this Agreement, AI will provide the following maintenance and support services to Customer:

      (i) Corrections of substantial defects in RALS and/or Software Module(s) so that RALS and/or Software Module(s) will operate in accordance with AI's Documentation;

      (ii) Periodic updates to RALS and/or Software Module(s);

      (iii) Telephone support twenty-four (24) hours per day, seven (7) days per week, to assist Customer in using RALS/Software Module(s) and troubleshooting issues;

      (iv) Remote system support to permit training, diagnostic troubleshooting and delivery of periodic updates; provided, however that such remote support can only be provided if Customer retains a technical method of remote access that is fully supported by AI (i.e. site-to-site VPN with the ability to use a remote console access such as Remote Desktop). Qualification of remote access and support technology options shall be determined by current AI standard support practices and are subject to change. Any such change shall be communicated to Customer in advance to allow time to plan for and implement a change in processes to occur, provided Customer is in agreement with the change in support practices proposed by AI.

      (v) Support of all AI-supplied components, including repair, replacement, or exchange of components that are not functioning properly. For those customers with the Physical Model, <u>and only those customers</u>, hardware supplied by AI shall be supported and the standard service provided includes next business day response, and overnight shipment of needed repair and/or replacement parts. Enhanced hardware support options

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are available, if applicable. All other AI-supplied hardware components will be repaired, replaced, or exchanged with shipment to Customer within an estimated one (1) business day of AI receiving the returned defective component.

      b.   **Services Not Included**. Standard maintenance services do not include:

      (i) Changes to the approved ISW, following completion of the RALS configuration and acceptance by Customer, as a whole or a specific part, which result in additional work by AI to ensure RALS meets all test procedures and requirements.

      (ii) Work performed by AI, following completion of the RALS configuration and acceptance by Customer, to accommodate: (1) changes or modifications to Customer's LIS which affects its operation or interaction with RALS; (2) changes to the hospital's OS system that affects the system performance; (3) interference of third-party software loaded by Customer; (4) changes in Customer's network that disable RALS and require AI intervention e.g., changing IP addresses; (5) Customer-specified or requested additions, changes or modifications to AI's internal network infrastructure, security standards, or deployed software packages to accommodate or maintain remote access to Customer network for the provision of remote system support access to RALS; (6) remote system support for training, diagnostic troubleshooting and the provision of periodic updates when no fully supported and mutually agreeable technical method of secure remote access is available.

      (iii) Customer specified enhancements that are not normal updates or upgrades to RALS. For the sake of clarity, this includes but is not limited to: additional on-site support and/or training as described in Provision 10 and maintenance and support of Customer supplied hardware, third-party software and associated software components.

      (iv) The repair, correction, or replacement of RALS when such repair, correction or replacement is due, directly or indirectly, to: (a) Customer's failure to follow operation or maintenance instructions as set forth in Documentation; (b) the use of media, supplies, or consumable supplies which are not compatible with RALS maintained hereunder; (c) the unauthorized repair, maintenance, modification or alteration of RALS unless specifically approved in writing by AI in advance; (d) hardware or software not supplied or authorized by AI; (e) the abusive or negligent acts or omissions of Customer; (f) power failure, surges or electrical damage, lightning, fire or water damage, accident or disruptive events reasonably within Customer's control; (g) air conditioning failure, humidity control failure, or a corrosive atmosphere harmful to electronic circuitry; (h) damage during transportation by Customer; (i) failure of Customer to maintain any site specifications specified by AI; (j) changes in Customer's operation standards that would require AI to modify its standard configurations or procedures, or (k) other causes clearly external to RALS and clearly not attributable to AI, including but not limited to any acts of nature.

      (v) Data backup systems, hardware, software or processes for the storage and retrieval of Customer data to/from systems or devices other than those provided by AI as part of this Agreement.

9.   Upgrades and Replacement Technology

      a.   From time to time, at AI's sole discretion, AI may make available to Customer periodic updates to Customer's current RALS at no additional fee. In the future AI may introduce new RALS features, upgrades or next generation technology that Customer may license from AI upon payment of an additional fee. Additionally, if the RALS licensed hereunder ceases to work, AI shall provide Customer with equivalent replacement technology; provided, however, that per 8(iv) above, AI is not required to provide equivalent replacement technology, free of charge, if RALS's failure to work is a direct consequence of Customer's actions.

      b.   Customer's ability to access and utilize the upgrades referred to above may require corresponding upgrades to Customer's hardware or third-party software. In such cases, the cost of any such required upgrades shall be the sole responsibility of Customer.

      c.   If on-site support is required for configuration of upgrades, Customer will be responsible for all associated travel costs. Travel costs shall be paid as reimbursable expenses as per the County of Monterey Travel Policy (attached hereto) only. Travel costs reimbursed under these circumstances shall not exceed $4,000 during the term of this Agreement.

10.   Additional On-Site Support and Training

      AI, upon receipt of a written request from Customer, may provide Customer with additional on-site support and/or training at a mutually agreed to time and location. Customer agrees to pay AI all costs associated with additional on-site support and/or training, including charges for (i) AI's personnel, (ii) charges for travel, lodging and miscellaneous expenses (if applicable), and (iii) taxes pursuant to Section 13 below provided that both AI and Customer execute a written amendment to this agreement defining the requested services and pricing structure for the additional services requested..

11.   Indemnities

      a.   AI at its own expense will defend any action brought against Customer to the extent that it is based on a claim that RALS and/or Software Module(s) infringes any patents, copyrights, license or other property right, provided that AI is immediately notified in writing of such claim. AI shall have the right to control the defense of all

such claims, lawsuits and other proceedings. In no event shall Customer settle any such claim, lawsuit or proceeding without AI's prior, written approval.

b.   If, as a result of any claim of infringement against any patent, copyright, license or other property right, Customer is enjoined from using RALS and/or Software Module(s), or if AI believes that RALS and/or Software Module(s) is likely to become the subject of a claim of infringement, AI at its option and expense may procure the right for Customer to continue to use RALS and/or Software Module(s), or replace or modify RALS and/or Software Module(s) so as to make it non-infringing. If neither of these options is reasonably practicable AI may discontinue the license granted herein on thirty (30) days written notice and refund to Customer the unamortized portion of the license fees hereunder. The foregoing states the entire liability of AI with respect to infringement of any copyrights or patents by RALS and/or Software Module(s), or any parts thereof.

c.

AI shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "Customer"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting from AI's performance under this Agreement , unless and to the extent that such claims, liabilities, or losses arise out of the negligence or willful misconduct of Customer, or Customer's non-compliance with applicable law or breach of this Agreement. "AI's performance" includes AI's action or inaction and the action or inaction of AI's officers, employees, agents and subcontractors.

T h e Customer shall indemnify, defend, and hold harmless AI, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Customer and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by AI. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for AI. The C u s t o m e r shall reimburse AI for all costs, attorneys' fees, expenses and liabilities incurred by AI with respect to any litigation in which the Customer is obligated to indemnify, defend and hold harmless AI under this Agreement.

12.   Default and Termination

a. Termination by AI. AI may terminate this Agreement upon the occurrence of any of the following events of default by Customer: (i) Customer's failure to assume direct payment obligations in the event such obligations arise; (ii) Customer's failure to pay any fee or charge to AI within forty-five (45)) days after written notice to Customer that payment is delinquent; (iii) the insolvency or bankruptcy of Customer; (iv) the breach by Customer of any of the terms or conditions of this Agreement.

b. Termination by Customer. Customer may terminate this Agreement in the event of default by AI of any of its obligations hereunder, provided, however, that no such termination shall become effective unless (i) such default shall remain uncured more than thirty (30) days after Customer provides AI with written notice of such default, or (ii) if such default is of a nature as not to be curable within a thirty (30) day period and AI has not begun to effect such cure with due diligence. In the event the Agreement is terminated for any condition contemplated in this section 12(b), AI shall refund to Customer the unamortized portion of the license fees hereunder.

c. Customer's payments to AI under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to AI, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

d. Effect of Termination. Upon termination of this Agreement, the license to RALS and any and all licenses to Software Module(s) granted pursuant to this Agreement shall immediately terminate. Upon any such termination, Customer shall immediately return to AI all components of RALS (including copies of Software Module(s) and Documentation), together with any other proprietary items supplied by AI to Customer pursuant to this Agreement. Termination of the licenses pursuant to this provision is in addition to any other remedies available at law or in equity, and shall not relieve either party of any of its obligations to the other existing as of the date of termination.

e. In the event Customer and AI shall mutually agree, in writing, this Agreement may be terminated on terms and date stipulated therein.

13.   Taxes

Customer represents that it is an entity exempt from taxation with the exception of California sales tax. To the extent Customer may be required to pay any taxes hereunder, Customer shall, in addition to the other amounts

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payable under this Agreement, pay all applicable sales and other applicable taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, Customer shall promptly pay to AI an amount equal to any such items actually paid, or required to be collected or paid by AI.

14.   General Provisions

a.   Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by facsimile transmission upon electronic acknowledgment of delivery or receipt, or by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the applicable address/facsimile number provided hereunder:

AI: Alere Informatics, Inc.   Customer: NATIVIDAD MEDICAL CENTER
2000 Holiday Drive   ATTN: CONTRACTS
Charlottesville, Virginia 22901   1441 CONSTITUTION BLVD
Attn: Counsel   SALINAS CA   93906
Phone: (888) 971-7953
Facsimile number: (434) 951-2995   FAX: (831) 757-2592

b.   Assignment. Neither party may assign or sublicense its rights, duties or obligations under this Agreement except to an Affiliate, subsidiary, or in connection with the sale or transfer of all or substantially all of the assets to which this Agreement relates, without prior written consent of the other party.

c.   Waiver. No waiver of any term, provision or condition of this Agreement (whether by conduct or otherwise) in any one or more instances will be deemed to be or construed as a further or continuing waiver of any such term, provision or condition of this Agreement.

d.   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, it shall be severed and the remainder of the Agreement shall remain in full force and effect.

e.   Governing Law; Venue. The rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. This Agreement is to be construed in accordance with the substantive law of the Commonwealth of California, without regard to conflict of laws principles. Venue as to any action arising out of the subject matter hereof shall be in any court of competent jurisdiction in the County of Monterey, California.

f.   U.S. Government Restricted Rights. RALS is provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in sub-paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 52.227-7013 or sub-paragraph (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is Medical Automation Systems, Inc., 2000 Holiday Dr., Charlottesville, Virginia 22901 USA.

g.   Entire Agreement, Order of Precedence and Modifications or Amendments. This Agreement, including its Exhibits, constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings of the parties, whether written or oral, with respect to the subject matter. In the event of a conflict between any provision set forth in this Agreement and a provision of any Exhibit, the relevant portion of this Agreement shall govern. Any pre-printed or other standard terms set forth on any Customer order, acknowledgment or other form shall be deemed void and of no force or effect, irrespective of whether such form is countersigned by a representative of Customer. Subject to the foregoing, any modification, extension or amendment to this Agreement or to an Exhibit must be in writing and signed by a duly authorized representative of each of the parties.

h.   HIPAA Compliance. To ensure the privacy and security of protected health information, and to the extent which AI receives, creates, uses, or discloses protected health information under this Agreement, AI hereby agrees to comply in all respects with the published rules for HIPAA. AI represents that its products and services are in substantial conformity with the published rules for HIPAA and that said products and services will meet all material applicable requirements of HIPAA prior to the time that Customer is required by law to conform to such requirements. As such, AI and Customer agree to execute the attached Business Associates Agreement labeled as Exhibit B.

i.   Force Majeure. Neither party shall be liable for failure of delay in performing obligations set forth in this Agreement, nor shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any other causes reasonably beyond the control of either party.

j.   Relationship between Parties. In performing any or all of the services under this Agreement, AI, its employees and contractors, shall at all times and for all purposes be and remain an independent contractor of Customer.

k.   Access to Books and Records. In order to assure that compensation paid to AI is included in determining the proper reimbursement to Customer under Medicare and Medicaid, the parties agree that this

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Agreement is determined to be a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980), as appropriate, and regulations promulgated in implementation thereof at 42 C.F.R. Part 420. as appropriate. AI agrees to make available to the Comptroller General of the United States, the Department of Health and Human Services and the duly authorized representatives access to the books, documents and records of AI and such other information as may be required by the Comptroller, General or Secretary of HHS to verify the nature and extent of the costs of services provided by AI. If AI carries out the duties of this Agreement through a subcontract worth $10,000.00 or more over a twelve (12) month period with a related organization the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

    l.   No publicity/Trademarks. Nothing in this Agreement grants either party any rights in the trademarks, trade names or service marks of the other party. Neither party shall make any use of the trademarks, trade names or service marks of the other party without such other party's prior express written consent. Neither party shall issue any press release or make any other public disclosure relating to this Agreement or the performance of services hereunder without such other party's prior express written consent.

    m.   Confidentiality. Customer agrees that this Agreement and its contents are confidential, and Customer may not discuss, disclose, or provide this Agreement or its contents, in whole or in part, to any third party except (i) with the express prior written consent of AI, unless as required in response to any summons, subpoena, or discovery order or to comply with any applicable law, order, regulation or ruling, or (iii) to Customer's attorneys or accountants or to such of Customer's directors, managers, officers, employees, advisors and representatives who have a need to know in connection with the performance of this Agreement and who have been advised of the restrictions on disclosure provided herein.

    n.   Headings. This Agreement contains headings only for convenience and the headings do not constitute or form any part of this Agreement, and should not be used in the construction of this Agreement.

    o.   Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

15. INSURANCE.

15.1 Evidence of Coverage:
Prior to commencement of this Agreement, upon written request from Customer, AI shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, AI upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. AI shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of AI.

15.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

15.3 Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, AI shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐   Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐   Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If AI employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, AI shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

15.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date AI completes its performance of services under this Agreement.

Each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by AI's insurance.**
Prior to the execution of this Agreement by NMC, AI shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that AI has in effect the insurance required by this Agreement. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

AI shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, upon written request from Customer, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify AI and AI shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by AI to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives effective as of the Effective Date.

ALERE INFORMATICS, INC.,

By: _Anthony DeBellis_

Print: Anthony DeBellis

LiCSOP001-TOL001-6.0

CUSTOMER:

Natividad Medical Center

By: _____

Print: _____

ALERE INFORMATICS CONFIDENTIAL AND PROPRIETARY
(except when disclosure is required by law)
The information in this document is restricted for use by Alere Informatics personnel and its Partners and Customer for licensing purposes only.

Alere Informatics

Title: VP, Sales & Operations

By: _(signature)_

Print: Abe Neudorf

Title: Financial Controller

Title: ___CEO___

(signature)
CBroreton
Dep coco
3-9-17

Informatics
RALS®
Connectivity without Limits™

Alere

www.rals.com
2000 Holiday Drive, Suite 500, Charlottesville, VA 22901
1.888.971.7953
Customer Support: 877.627.7257

Exhibit A-1
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 _____, 2016, between Alere Informatics, Inc. ("AI"), and Natividad Medical Center (Customer).

AI Quote Number: 540-070613-016 A

Licensed Software Module: Roche Glucose

License Agreement Term Effective Date: Fifteenth (15th) of May, 2016
License Agreement Term End Date: Fourteenth (14th) of May, 2017

TOTAL Price: $12,025.00

Payment Schedule: Purchase Order due upon execution of Agreement.
                    100% due within thirty (30) days receipt of invoice.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives effective as of the Effective Date.

Alere Informatics, Inc.

By: _____ 2/24/17
    Abe Neudorf, Controller   Date

By: _____ 2/24/17
    Anthony DeBellis,
    VP, Sales & Operations

Customer: **Natividad Medical Center**

By: _____

Name/Title: Gary R Cozy CEO

Date: 3/14/17

Reviewed as to fiscal provisions

_____ 3/13/17
Auditor-Controller
County of Monterey

Rev 02. 5/2015

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective May 15_____, 20 16 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Alere Informatics, Inc._____ ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1.   DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2.   PERMITTED USES AND DISCLOSURES OF PHI

2.1   Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1   Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2   Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3   Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1   Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2   Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3   Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4   Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1   Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2   Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3   No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4   Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Alere Informatics, Inc.

2000 Holiday Drive

Charlottesville, VA 22901

Attn: Privacy Officer

Phone: 434 923 6110

Fax:

If to Covered Entity, to:

Natividad Medical Center (County of Monterey)

1441 Constitution Blvd

Salinas, CA 93906

Attn: Contracts Division

Phone: 831-755-4111

Fax: 831-757-2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5   Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6   Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7   Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]

By: _Anthony DeBellis_

Print Name: Anthony DeBellis

Print Title: VP, Sales and Operations

Date: 12/22/16

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Print Name: _Gary Grey_

Print Title: _CEO_

Date: _3/14/17_