 **Natividad** MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and SkillSurvey, Inc., hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: online reference checking solutions to increase quality of hire and improve recruiting efficiency for Natividad Medical Center.

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$55,689.

TERM OF AGREEMENT; the term of this Agreement is from December 31, 2016 through December 30, 2019 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Addendum No. 1

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: SkillSurvey, Inc. Order Form

Exhibit C: SkillSurvey, Inc. "Consent to Obtain Information from References"

Exhibit D: SkillSurvey, Inc. Service Level

Exhibit E: SkillSurvey, Inc. Terms of Use

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- ~~2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.~~
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- ~~3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- ~~4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), 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 Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.~~

5. INSURANCE:

5.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR 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, the CONTRACTOR 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. The CONTRACTOR 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 the Contractor.

5.2. 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.

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

5.4. 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.5. 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 \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.7. 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, the CONTRACTOR 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

- 6.1. 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 CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from 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.
- 6.3. **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 the Contractor’s insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC’s Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. 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.
- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC’s Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- ~~8. Royalties and Inventions: NMC shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.~~
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an

employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: SkillSurvey, Inc.
Attn: Paul Haeck, Director Client Relations
Address: 1235 Westlakes Drive, Suite 330
City, State, Zip: Berwyn, PA 19312
FAX: 610-947-6301
Email: phaeck@skillsurvey.com

MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding

upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 11/30/16

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 11/28/2016

APPROVED AS TO FISCAL PROVISIONS

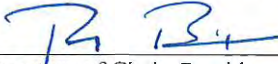
By: 
Monterey County Deputy Auditor/Controller

Date: 11/29/16

CONTRACTOR

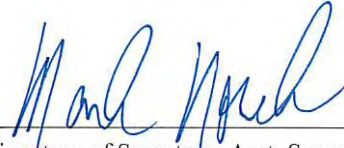
SkillSurvey, Inc.

Contractor's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Ray A. Bixler, CEO & President
Name and Title

Date: 11/17/2016

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Mark Norek, CFO
Name and Title

Date: 11/17/2016

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

ADDENDUM #1

TO AGREEMENT BY AND BETWEEN SKILLSURVEY, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR ONLINE REFERENCE ASSESSMENT SOLUTIONS TO INCREASE QUALITY OF HIRE AND IMPROVE RECRUITING EFFICENCY.

This Addendum #1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between SkillSurvey, Inc. (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Agreement paragraph 2.3, shall be deleted in its entirety and replaced with:

- 2.3 CONTRACTOR will submit the invoice for year one in December 2016, the invoice for year two in December 2017 and the invoice for year three in December 2018. NMC will certify the invoice and will promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor- Controller will pay the amount within 30 days of receiving the certified invoice.

II. Agreement paragraph 3.1, shall be deleted in its entirety and replaced with:

- 3.1 During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. In any event, payment received will not be returned to NMC.

III. Agreement paragraph 3.3, shall be added as follows:

- 3.2 Each party may terminate any Order(s) and/or this Agreement by written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within fifteen (15) days after written notice thereof from terminating party.

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

IV. Agreement paragraph 4. “INDEMNIFICATION”, shall be deleted in its entirety and replace with 4. “INDEMNIFICATION AND INTELLECTUAL PROPERTY”:

- 4.1 Indemnified Parties and Claims. The “Indemnified Parties” are NMC and its officers, directors, shareholders, parents, subsidiaries, agents, insurers, successors, and assigns. An “Indemnified Claim” is any third part claim, suite, or proceeding against the Indemnified Parties arising out of, related to, or alleging: (i) infringement of any valid, U.S. patent, copyright, or other intellectual property right by the Software; or (ii) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the negligence of SkillSurvey, Inc. or any of its agents, subcontractors, or employees.
- 4.2 Indemnity. SkillSurvey, Inc. will indemnify, defend, and hold Indemnified Parties harmless against any Indemnified Claim, provided Indemnified Parties gives SkillSurvey, Inc. prompt notice of such Indemnified Claim. SkillSurvey, Inc.’s obligations set forth in the preceding sentence include, without limitation, retention and payment of reasonable attorney’s fees and payment of court costs, as well as settlement at SkillSurvey, Inc.’s expense, payment of judgements, or both.
- 4.3 Litigation. Skill Survey, Inc. will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Parties will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations.
- 4.4 In the event that the intellectual property indemnity pursuant to subsection (i)(a) above is triggered, and in SkillSurvey’s sole opinion, any Software may be held to constitute an infringement and its use is enjoined, SkillSurvey may, at its own expense and at its sole option, (i) procure for Subscriber, the right to continue to receive the Software, (II) if applicable, replace the same with non-infringing Software of equivalent function and performance, or (iii) modify the Software so it becomes non-intriguing without detracting from function or performance. If SkillSurvey determines that it is not commercially reasonable to perform any of the foregoing alternative, then (x) Subscriber must cease use of the allegedly infringing Software, and (y) either party hereto may immediately terminate the Standard Agreement and these Terms of Use without further liability to the other. SkillSurvey shall, however, in no event be liable for any use of the Software after Subscriber has received written instructions from SkillSurvey to cease using the Software. Notwithstanding the provision of these Terms of Use to the contrary, SkillSurvey will have no liability to the extent that the infringement or alleged infringement arises from (A) the use in any manner other than as specified by the Standard Agreement, the Terms of Use or applicable statement of work, exhibit or appendix or otherwise approved by SkillSurvey in writing, (B)

SkillSurvey, Inc.

Term: 12/31/2016 – 12/30/2019

NTE: \$55,689

modification or alteration of the Software by the Subscriber, (C) use of the Software by Subscriber in combination with products or services not purchased hereunder where the Software would not otherwise be infringing, (D) use of the Software by Subscriber in an application or environment for which the Software was not designed or contemplated, or (E) any specific instructions or requested changes to the Software provided by Subscriber to SkillSurvey.

V. Agreement paragraph 8, “Royalties and Inventions”, shall be deleted in its entirety.

EXHIBIT A
To Standard Agreement Between
County of Monterey on behalf of Natividad Medical Center
And
SkillSurvey, Inc.

SCOPE OF SERVICES AND PAYMENT PROVISIONS

I. SCOPE OF SERVICES:

SkillSurvey, Inc. "CONTRACTOR" shall provide services and staff necessary to provide online reference checking solutions allowing NMC to increase the quality of hire and improve recruiting efficiency.

II. CONTRACTOR OBLIGATION:

- a. CONTRACTOR shall provide access to "Pre-Hire 360" software to NMC representatives.
- b. NMC users shall have the capability of inputting candidate names and emails into "Pre-Hire 360" software. The system shall then generate emails to candidates requesting a set number of references. References will receive an email from SkillSurvey allowing for an online, automated completion of a reference check survey.
- c. Software shall be online and the reference process shall be fully automated via emails.
- d. CONTRACTOR shall provide to NMC a data-driven report summarizing the feedback of three (3) or more responses received from a candidate's references.
- e. CONTRACTOR shall collect reference check responses on potential candidates in a confidential manner allowing for more candid feedback.

III. Pricing/Fees:

- a. Upon signature of the Agreement, receipt and approval of the invoices, CONTRACTOR shall invoice NMC in the manner identified below:

Billing for Year 1(invoiced in December 2016):	\$18,563
Billing for Year 2 (invoiced in December 2017):	\$18,563
Billing for Year 3 (invoiced in December 2018):	\$18,563

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

- b. CONTRACTOR shall maintain for review and audit and provide to NMC upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- c. Travel expenses shall not be reimbursed under this agreement.
- d. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- e. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement



Unlimited Order Form

Customer Name: County of Monterey on Behalf of Natividad Medical Center

SkillsSurvey Contact: Paul Haeck

Proposal Expires: 12/15/2016

Type of Order:
 New
 Expansion
 Renewal

Contract Effective: 12/31/2016 **End Date:** 12/30/2019

Service Item	Employees	Price *	Fees
SkillsSurvey Pre-Hire 360®	1,153	\$ 16.10	\$ 18,563
Passive Candidate Compiler	Included		
Candidate Comparison Report	Included		
Maintenance and Support	Included		
	Subtotal		\$ 18,563

Additional Unlimited Order Form Comments:

Multi year contract (Y/N)	Y
Billing for Year 1	\$ 18,563
Billing for Year 2	\$ 18,563
Billing for Year 3	\$ 18,563
Total Commitment	

Special terms
 Payment of \$18,563 is due within 30 days of receipt of certified invoice. SkillSurvey will invoice year two in December 2017 and Year three in December 2018. Please sign, date, and email to phaeck@skillsurvey.com or FAX all pages of the agreement to: 347-438-3000. Thank you for your business!

SkillsSurvey will not increase fees during the initial term of this agreement unless Customer's employee population increases by more than 10% via a change to its organizational structure which may include an acquisition, merger, or affiliation. If employee population during this term does increase by more than 10%, the pricing will be computed by taking the per employee price times the increased number of employees beyond that which is stated on order form. Pricing will be prorated for remainder of the Term.

SERVICE AND SUPPORT INFORMATION

Information on Support Services for SkillSurvey Customers may be found at <http://www.skillsurvey.com/serviceagreement>

TERM and USE

Initial term of this agreement is defined above by Contract Effective Date and End date. Use of SkillsSurvey Services by Subscriber is governed by the SkillSurvey Terms and Conditions found at <http://www.skillsurvey.com/termsfuse>

PAYMENT TERMS



Unlimited Order Form

SkillSurvey is hereby authorized to invoice for services on the date of execution of this Unlimited Order Form and thereafter. Payment for Service is due net thirty (30) days from the date of SkillSurvey's invoice. All invoicing is to be transmitted electronically via email to Customer unless otherwise indicated.

ORDER COMMITMENT

This is a binding order for products and services from SkillSurvey and is effective as of the Contract Effective Date stated above. The person executing this commitment is fully authorized to execute this commitment on behalf of Customer. All products and services ordered herein are governed in all cases by the terms of the entire Agreement.

SERVICE ITEM DESCRIPTIONS:

PLAN

A Statement of Work (SOW) is required for Survey Customization, Email Customization, and Private Label Branding.

MAINTENANCE AND SUPPORT

System updates, enhancements, and support for administrators, recruiters, candidates, and references are included.

SURVEY CUSTOMIZATION

Encompasses changes to existing surveys in our library as well as creation of new surveys.

TRAINING AND SET-UP

There is a initial fee that includes WebEx training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

Customer Information Billing Information

Customer	County of Monterey on Behalf of Natividad Medical Center	County of Monterey on Behalf of Natividad Medical Center
Contact	Carrie Ramirez	Carrie Ramirez
Title	Senior Human Resources Analyst	Senior Human Resources Analyst
Signature		
Date		
Address	1441 Constitution Blvd	1441 Constitution Blvd
City	Salinas	Salinas
State	CA	CA
Postal Code	93906	93906
Phone Number	831) 783-2706	831) 783-2706
Email ID	ramirezcl@natividad.com	ramirezcl@natividad.com

Exhibit C

Candidate Consent

I hereby authorize Company to obtain and verify information about my qualifications, background, prior employment and other information about me (collectively "Information") from my designated business and professional job references ("My References") in connection with its decision whether to offer employment or hire me for the position for which I am applying.

I acknowledge, authorize, and consent to Company's use of the SkillSurvey, Inc. ("SkillSurvey") software system to gather Information from My References and consider that Information along with other Information available to Company through the SkillSurvey software system database, such as how my reference ratings compare to those for other candidates for a similar position. I understand that SkillSurvey does not assemble or evaluate Information, and will not make any recommendation in connection with Company's decision on my application for employment. I further authorize Company to contact My References for the purposes stated above, which includes generating an email through the SkillSurvey software system on my behalf to My References to the email addresses provided by me and any other new or corrected email that becomes known to Company independently or through the SkillSurvey software system in the process of Company's efforts to gather Information.

In consideration of Company considering my application for employment, I hereby release Company and SkillSurvey, and their respective officers, directors, managers, agents, and employees, from any and all claims, actions, suits, causes of action or damages (collectively "Claims/Damages") that I may have arising out of or related to the obtaining and verification of Information or Company's use of the SkillSurvey software system. I also hereby release My References and any of their respective employers or related company/organization, and any affiliated officers, directors, agents, and employees from any and all Claims/Damages that I may have arising out of the disclosure of Information. I acknowledge that My References will be provided the option and opportunity to learn more about Company or other third parties through the SkillSurvey software system.

EXHIBIT D

Service Level Agreement

SkillSurvey Inc. – Service Level Agreement Commitment

SkillSurvey is a 24 x 7 mission critical service. We know that your success depends on immediate access to the reference information you need, and we're dedicated to ensuring that it's always available. SkillSurvey strives to have the most reliable and up-to-date systems available. We rely on our own internal expertise as well as that of our partners to deliver unparalleled customer service. SkillSurvey's uptime numbers rival those of the best web service companies – for both business and consumer sites. SkillSurvey realizes there may occasionally be system outages due to issues beyond our control. SkillSurvey has established policies which quickly escalate to the proper personnel in the event of any system outage. The remainder of this document covers our detailed service level commitments to all our customers.

System Uptime

Our objective is to meet or exceed 99% system uptime, outside of normal scheduled maintenance. Any scheduled system maintenance is completed on an after-hours basis, with advance notice given to all clients. All components of the SkillSurvey system are proactively monitored and managed so that faults are detected before system outages occur. Our service is hosted by Rackspace.com, one of the fastest growing managed hosting companies in the world. Rackspace.com is committed to Fanatical Support™, their award-winning methodology and business commitment that governs their hosting operations. Rackspace.com also provides a guarantee of 100% uptime, outside of scheduled maintenance. You can read more about Rackspace.com's customer commitment at www.rackspace.com

Problem Reporting

System problems can be reported in the following ways:

- Email us at CustomerService@SkillSurvey.com
- Phone our dedicated customer support hotline at 610-422-3532 or 1-855-842-5251 FREE
- Enter a trouble ticket into the support section of the service.

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

Customer Support Hours:

8:00 a.m. to 8:00 p.m. EST Monday through Friday.

Severity 1 Support will be provided on a 24 hour by 7 day basis

Severity Level	Description	Example
Severity 1	A major fault causing serious disruption to business activity and preventing the use of the service for the purpose for which it was designed.	System down Unable to add candidates Unable to generate reports Lost data
Severity 2	Significant fault causing the service not to operate in accordance with the specification but still usable with difficulty (e.g. by means of a work-around solution), with some disruption to business activity	Candidate Report scored incorrectly Email alerts not being sent
Severity 3	Minor fault causing the service not to operate completely in accordance with the specification but with no disruption to business activity	New user request Email formatting problem
Severity 4	All other requests for service – from general usage questions, to recommendations for product enhancements or modifications and calls passed on to us for information purposes. The impact on you is non-critical.	Training request Sample document not available

Target Response Times

The target response time is the time taken by SkillSurvey to respond to a reported problem, and to confirm with the Customer that the problem is being managed. Target response time does not specify when an issue will be resolved. The starting point for the target response time is the time recorded when the Customer reports the problem to SkillSurvey, either by phone, email, or trouble ticket system. The finishing point is when SkillSurvey calls or emails the Customer contact to progress the call. SkillSurvey will use its reasonable efforts to meet the target response times detailed below:

Description		Service Level
Target Response time during business hours	Severity 1	60 minutes
	Severity 2	2 hours
	Severity 3	4 hours
	Severity 4	24 hours
Target Response time during non-business Hours	Severity 1	60 minutes
	Severity 2 to 4	Next business day

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

Escalation

Escalation is the formal notification of a problem to progressively more senior levels of management within SkillSurvey and the Customer, to enable appropriate actions to be taken by both parties to address the problem. Escalation levels and target wait times are defined as follows:

Problem Escalation / Severity Wait Times (during Service Hours)						
Escalation Level	SkillSurvey	Customer	Severity 1	Severity 2	Severity 3	Severity 4
C	EVP Field Operations	TBD	2 Work Days	3 Work Days		
B	Director of Customer Service	TBD	1 Work Day	2 Work Days	3 Work Days	4 Work Days
B	Account Manager	TBD	4 Hours	1 Work Day	1 Work Day	2 Work Days
A	Customer Service Representative	TBD	60 minutes	2 Hours	4 Hours	24 Hours

The Customer Service desk will be the focal point for the co-ordination of the escalation within SkillSurvey and will manage the effective resolution of the problem in conjunction with the Director of Customer Service. Escalation to the next level will occur whenever the appropriate escalation wait time has expired. The escalation wait time is measured from the time SkillSurvey is notified of the problem. Each time a problem is escalated, it will be to the next level upwards. At the time of escalation, SkillSurvey will contact the appropriate Customer Service Representative with an update on the estimated time to resolve the problem.

EXHIBIT E

SKILLSURVEY INC. TERMS OF USE

Scope. These SkillSurvey Inc. (“SkillSurvey”) Terms and Conditions govern the services (“the Services”) ordered by Subscriber from SkillSurvey and set forth in one or more “Order Forms”, unless Subscriber has signed a separate Services Agreement with SkillSurvey, and they also govern the use of the SkillSurvey software system (“Software”).

Order Forms. An “Order Form” is a form signed or authorized online by Subscriber that identifies the type and quantity of Services being ordered and the associated fees. The Order Form includes the Service Description(s). An Order Form is effective only when signed or authorized online by Subscriber and either signed or provisioned by SkillSurvey.

Subscriber Site Set Up. The Software is distributed and hosted electronically over the internet through a password-protected web page. Upon execution of an Order Form, SkillSurvey will deliver software activation password key(s) to the Subscriber via an e-mail message.

Changes to Services. SkillSurvey may, at its sole discretion, modify, enhance and/or expand the features of a Service from time to time at no additional cost to Subscriber. SkillSurvey may also, from time to time, make available additional features and/or functionalities to a Service which may, but are not required to, be added to a Service by Subscriber at an additional cost (“Cost Feature”). If Subscriber elects to add a Cost Feature, it *may do so by contacting its local* SkillSurvey sales representative or SkillSurvey directly at sales@skillsurvey.com in order to receive a quote for the Cost Feature.

Fee Adjustments. SkillSurvey may, upon at least thirty (30) days prior written notice and effective at the end of the then-current (Initial or Renewal) Term (defined below), adjust the fees paid by Subscriber for the Services, provided that Subscriber shall have the option, within fifteen (15) days of receiving such notice from SkillSurvey, to either (i) modify the quantity or type of Services utilized by Subscriber by a mutual written amendment between the parties, or (ii) terminate the affected Orders upon written notice, either of which will become effective at the beginning of the next Renewal Term.

SkillSurvey Training and Support. Training and Support provided by SkillSurvey is specified in the Service Descriptions.

Payment. Invoices for the Services are due in accordance with the Payment Terms set forth on the Order Form. SkillSurvey is entitled to recover any reasonable sums expended in connection with the collection of sums not paid when due, including reasonable attorneys’ fees. Subscriber shall pay all taxes (exclusive of taxes based on the net income of SkillSurvey), levies, or charges imposed by any governmental authority of any kind whatsoever applicable to any of the materials, goods, Services or related components provided by SkillSurvey to Subscriber.

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

Term and Termination.

a. Term of Orders. This Agreement will commence on December 31, 2016. Each “Renewal Order” will begin at the end of the preceding (Initial or Renewal) Order and continue as set forth on the Order Form.

b. Termination of Orders. Either party may terminate any Order at the end of any (Initial or Renewal) Order by providing the other party written notice of termination at least 30 days prior to the end of such term.

c. Surviving Provisions. The following provisions will survive the expiration or termination of this Agreement: Any payment provisions set forth in the Order Form (as to amounts due and owing as of the Agreement’s expiration or termination date), Customer Responsibilities, Privacy, Limited Warranty, and Limitation of Liability.

Customer Responsibilities.

a. Subscriber will use the Software Products in strict compliance with all applicable law including without limitation, federal and state equal opportunity laws and regulations.

b. Subscriber will use the Software for Subscriber’s exclusive use only and for employment, development, or selection purposes only, and only in accordance with applicable law. The report should not be disclosed to the subject of the report (the “Individual”), except as may be required by law.

c. Subscriber will not resell the information provided by the Software to any other entity without the express written permission of an authorized officer of SkillSurvey.

d. Subscriber assumes responsibilities for all communications carried out and facilitated by Subscriber, Subscriber’s employees, job candidates, vendors and references over the Software, and understands that SkillSurvey will in no way edit, view or facilitate such communication.

e. Subscriber will base employment decisions and employee developmental decisions or actions on Subscriber’s lawful policies and procedures.

f. Subscriber understands that any report generated through the Software is not an assessment of any job candidate, and further understands that SkillSurvey is not assembling or evaluating information about any job candidate, and is not providing any opinions regarding information contained in any report generated through the Software.

Privacy. SkillSurvey’s privacy statement may be found on SkillSurvey’s website: <http://www.skillsurvey.com/privacy-policy>. Please consult it to learn SkillSurvey’s current practices with respect to Subscriber’s information.

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

Limited Warranty. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED “AS IS” AND “AS AVAILABLE.” SKILLSURVEY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SKILLSURVEY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE GENERAL SITE OR SUBSCRIBER SITE, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND WEBSITE ARE AT SUBSCRIBER’S SOLE RISK. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to Subscriber. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law. This Section, Limited Warranty, does not apply to claims brought pursuant to Section 10.01 of the County of Monterey Standard Agreement, and the Section “General” (d) Confidentiality in this Terms of Use.

SkillSurvey, Inc. expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from material known defects, in a timely manner, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. SkillSurvey, Inc. agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Subscriber when material defects are due to the negligence, errors or omissions of SkillSurvey, Inc.

SkillSurvey, Inc. further warrants that its Servers have a guarantee uptime of 98% and for so long as Subscriber shall pay the fees described in this Agreement (a) the System will be materially free of errors, and (b) Skill Survey, Inc. will provide the Services in a professional and workmanlike manner consistent with the highest industry standards. SkillSurvey, Inc. further warrants, during the term of this Agreement, that (i) the Servers will be free of any Harmful Code (as defined below), and (ii) SkillSurvey, Inc. will not interfere with or disrupt Subscriber’s or the User’s use of the System. For purposes of this Agreement, the term “Harmful Code” means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called “viruses”, “Trojan horses” and “worms. SkillSurvey, Inc. agrees to implement reasonable procedures adequate to prevent any software, link or code provided to Subscriber hereunder from being contaminated with Harmful Code. If SkillSurvey, Inc. learns of or suspects the existence of any Harmful Code, SkillSurvey, Inc. will immediately notify Subscriber and make every effort to remove the Harmful Code.

Limitation of Liability. THE LIABILITY OF SKILLSURVEY, IF ANY, AND SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THIS AGREEMENT, AND

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OF THE SOFTWARE, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE SOFTWARE WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. EXCEPT AS IT RELATES TO BREACHES OF CONFIDENTIALITY, VIOLATIONS OF ANY APPLICABLE LAWS OR A DUTY TO INDEMNIFY A PARTY HEREUNDER, THE AMOUNT OF ACTUAL DAMAGES THAT EITHER PARTY MAY RECOVER FROM THE OTHER IS AGREED TO BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID TO SKILLSURVEY HEREUNDER. THESE LIMITATIONS UPON DAMAGES AND CLAIMS ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to Subscriber.

General.

a. Confidential Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing the services, they may have access to certain information of the other that is confidential and constitutes valuable, special and unique property of the other party. The parties agree that neither they nor any agents, representatives, employees or affiliates will at any time, either during or subsequent to the term of this Agreement, disclose to others or use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to their respective duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, information identified in writing by either party as confidential, and which is not otherwise available to the public. The parties agree that neither party may use the name or other identity of the other party in oral or written statements, without the prior written permission of the other party. The parties agree that the terms of this SkillSurvey, Inc. Terms of Use, the Natividad Medical Center's Standard Agreement, and any and all other exhibits and attachments hereto are subject to disclosure pursuant to the California Public Records Act.

b. Force Majeure. Except for Subscriber's obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

c. Use of the Services. Subject to the provisions contained herein, SkillSurvey hereby grants to End User the right, to be exercised only by End User's "Authorized End Users" to access those portions of a SkillSurvey website as may be designated from time to time by SkillSurvey and to use those portions of the website for the purpose of ordering and receiving the Software and the

SkillSurvey, Inc.
Term: 12/31/2016 – 12/30/2019
NTE: \$55,689

reports and other data generated in connection with the Software. Such rights of access and use will terminate upon termination of the Agreement or as may be otherwise provided in this Agreement.

d. U.S. Export Law. Subscriber acknowledges that the Services are subject to U.S. export control laws and regulations. Subscriber represents that it is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. Subscriber will not use, export or allow a third party to use or export the Services in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.