

RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
COREPOINT HEALTH LLC

THIS RENEWAL AND AMENDMENT NO. 2 to the County of Monterey Agreement for Services (hereinafter, "RENEWAL") is made and entered into, 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, "County"), and Corepoint Health LLC (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on July 1, 2010; and

WHEREAS, the Agreement was Amended on March 5, 2012 via Amendment No. 1; and

WHEREAS, the Agreement and Amendment No. 1 is attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on March 3, 2013; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning March 4, 2013 and increase the amount payable by \$154,543 to add additional services and to continue to provide previous services associated with Software License & Support Services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in Attachment 1 incorporated herein by this reference, except as specifically set forth below.

1. The term of this RENEWAL and Amendment No. 2 is from March 4, 2013 to March 3, 2016 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
2. Exhibit A to the Agreement is replaced with "Renewal and Amendment-2 to Exhibit A" attached to this Renewal and Amendment No. 2. All references in the Agreement to Exhibit A shall be construed to refer to Renewal and Amendment No.2 to Exhibit A.
3. Section 1, "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$45,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA592) shall not exceed the total sum of 229,666 for the full term of the Agreement*".
4. Section 2, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2010 to March 4, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with

“The term of this Agreement is July 1, 2010 to March 3, 2016 unless sooner terminated pursuant to this Agreement”

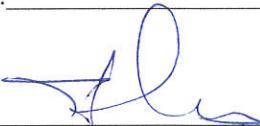
5. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL and Amendment No. 2. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$229,666.
6. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL and Amendment No. 2, the provisions of this RENEWAL and Amendment No. 2 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Sid Cato, NMC, Management Analyst/Contracts

Date: _____

By: 
Harry Weis, NMC, Chief Executive Officer

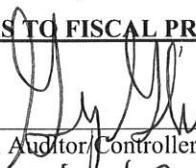
Date: 9/3/13

APPROVED AS TO LEGAL PROVISIONS

By: 
Anne Brereton, Deputy County Counsel

Date: Oct. 16, 2013

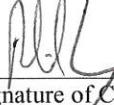
APPROVED AS TO FISCAL PROVISIONS

By: 
Gary Giboney, Auditor/Controller's Office

Date: 10-1-2013

CONTRACTOR

Corepoint Health, LLC
Contractor's Business Name***


Signature of Chair, President, or Vice-President

Phil Guy, CEO

Name and Title

Date: 9/23/2013

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

DAVE SAUER, SECRETARY

Name and Title

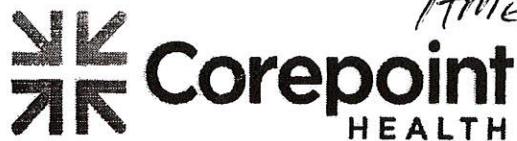
Date: 9/23/2013

*****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.

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.

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.



*Renewal and
AMENDMENT - 2 TO EXHIBIT A*

April 16, 2013

Jim Fenstermaker
Director of IT
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Dear Jim:

Thank you for taking the time to speak with me in regards to Corepoint Community Exchange and Outreach Manager. This proposal outlines the initial product costs, system requirement, and costs associated with this layered product at the time of purchase and for subsequent years.

Corepoint Community Exchange is a web service-based solution that helps overcome the connectivity challenges to multiple care locations. The results of using Corepoint Community Exchange are securely exchanging patient information with no VPNs, expanding your referring care community in a cost-effective manner, and managing your network of care efficiently.

Corepoint Community Exchange is the ideal solution for healthcare providers pursuing a connected care network or healthcare ASPs or SaaS providers requiring a seamless, manageable data exchange for their customer network. It is a product layered on top of Corepoint Integration Engine.

The results of using Corepoint Community Exchange include:

- A manageable approach to expanding and scaling your point of care community, meeting the increased demands of connected care with secure, agile web services (no VPNs required)
- Lowered costs of implementation and support of the connected care community is achieved through centralized monitoring capabilities and remote agent deployments.
- Referring physician and other remote point of care relationships are strengthened with quick turnaround times on patient data flow.

Just a few of the benefits of Corepoint Outreach Manager include the ability to:

- Receive orders without a local medical record number
- Place orders in a holding queue until the patient arrives
- Edit the order before it is released
- Develop custom reports for house cleaning or other analysis
- Support ACO and Meaningful Use initiatives
- Strengthen relationships with the referring physician community

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN CorePoint Health LLC AND
THE NATIVIDAD MEDICAL CENTER
FOR
Software License and Software Support Services

The parties to Professional Service Agreement, dated July 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CorePoint Health LLC (Contractor), hereby agree to amend their Agreement No. (SC1982) on the following terms and conditions:

1. Contractor will provide NMC the scope of service as stated on Attachment A attached to this Amendment #1.
2. This Amendment shall become effective on March 5, 2012 and shall continue in full force until March 3, 2013.
3. The total amount payable by County to Contractor under Agreement No. (SC1982) shall not exceed the total sum of \$75,123 for the full term of the Agreement.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC1982).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 PLG

Dated 1/31/2012

Printed Name Phil Guy

Title CEO

Signature 2 JKM

Dated 2-10-2012

Printed Name Jon Marte

Title VP

***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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature JKM

Dated 3-2-12

Purchasing Manager

Signature SL

Dated 2/23/12

NMC - CEO

Reviewed as to fiscal provisions

Approved as to Legal Form:

Charles J. McKee, County Counsel

By Stacy Saeita

Stacy Saeita, Deputy
Attorneys for County and NMC

Auditor-Controller
County of Monterey 3-1-12

Dated: 2/29, 2012

1 of 13

Attachment

EXHIBIT A (con't)

Description of Services

Corepoint Health agrees to provide Customer with the Services set forth in this Exhibit.

1. Description of Services. Corepoint Health provides the following Services with respect to the Software:

a. Technical Assistance.

- (i) Customer will provide Corepoint Health with the names of Customer's designated support representatives (each, a "Designated Support Contact"), each of whom will be knowledgeable regarding HL7 and the applicable Software. Corepoint Health will provide Customer with the information needed by such Designated Support Contacts to access Corepoint Health's customer support web site and to submit support requests on-line. Customer will notify Corepoint Health promptly with any changes to such Designated Support Contacts.
- (ii) Currently, the Corepoint Health customer support center is available to assist the Designated Support Contact during the hours between 9:00 a.m. and 5:00 p.m. Central Time on regular business days, excluding Corepoint Health holidays. Corepoint Health may, with thirty (30) days notice, change the hours during which customer support center is available but will not shorten the hours of support per day.
- (iii) Corepoint Health will provide Customer with those Updates to the Software which Corepoint Health makes generally available to customers. Corepoint Health's preferred method of delivery for Updates is via a download from Corepoint Health's web site. However, Corepoint Health may select other methods for delivering Updates such as, but not limited to, via CD-ROM or magnetic media.
- (iv) Customer will maintain at its expense both an Internet e-mail address, and a method and means to download Updates from Corepoint Health's web site. Corepoint Health will use Customer's e-mail address for notification of Updates and for correspondence regarding requests for support.

b. Software Problem Reporting. Customer agrees to test and verify, on an isolated development environment, any suspected Errors in the Software or Documentation and, through its Designated Support Contact(s), to submit reports concerning suspected Errors to support@corepointhealth.com. To more effectively diagnose problems, Customer's Designated Support Contact(s) agrees to confirm with the system administrator that all supporting systems (e.g., server hardware, etc.) are functioning properly before contacting Corepoint Health Customer Support, and to have the following information available prior to calling Corepoint Health: Corepoint Health Software product and version, available disk space, installed memory and hard disk space, client operating system, and server operating system (including service pack). In addition, Customer will provide a clear description of the problem or question, and any Error codes or messages. Customer's Designated Support Contact will provide Corepoint Health with data that Corepoint Health reasonably requests in order to reproduce operating conditions similar to those present when the potential Error was discovered. If Corepoint Health requests written verification of an Error or other malfunction discovered by Customer, Customer will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Software fails to perform. In addition, Customer will provide in a timely manner and with sufficient detail all example data, scripts, source code, or usage patterns that cause the Error to occur. Upon request, Customer will provide Corepoint Health with remote access to Customer's computer system for the purpose of remote diagnostics. Corepoint Health Customer Support may redefine Corepoint Health's Software problem reporting procedures as needed in which event Corepoint Health will post such updated procedures on its customer support web site.

c. Bug Fixes. Corepoint Health will investigate each suspected Error reported by a Designated Support Contact to determine whether, in Corepoint Health's judgment, the suspected Error is, in fact, an Error. Corepoint Health agrees, if feasible, to commence investigation of a suspected Error on the business day on which such Error is detected. If Corepoint Health confirms that there is an Error in the Software or in the Documentation, Corepoint Health will use reasonable efforts to provide an avoidance procedure, a workaround, or an Error correction. Corepoint Health will have discretion as to the method and manner of maintenance and support efforts, including the use of non-Corepoint Health personnel.

d. Software Updates. As permanent solutions are developed for known Errors in the Software, they will be incorporated from time to time in planned Updates. Corepoint Health will provide such Updates to the

Designated Support Contact as they are released. In the event Corepoint Health modifies the Documentation for the Software, Corepoint Health will also provide one copy of such Documentation to the Designated Support Contact at no additional charge as it becomes available.

2. Conditions and Limitations of Services. Corepoint Health's obligations to render Services are subject to the following conditions and limitations:

- a. **Problems Caused by Third Party Products, Errors in Use of Software, or Modifications to the Software.** Corepoint Health has no obligation to provide Services with respect to problems in the use or functioning of the Software caused by any (i) hardware or software product (including but not limited to operating systems, networks, and third party software) not provided to Customer by Corepoint Health, (ii) error in the use of the Software inconsistent with the Documentation, or (iii) modification of the Software by any person or entity other than one authorized by Corepoint Health (including, without limitation, any modifications to Software which by their nature and functionality are modifiable by Customer). Customer may request that Corepoint Health provide Customer with services for any problem caused by any of the foregoing. If Corepoint Health agrees to do so, Corepoint Health will advise Customer regarding the rates applicable to such services which may include travel and per diem expenses should Customer request that Corepoint Health provide such services from a location other than Corepoint Health's principle place of business. If Customer does not agree to pay for same, Corepoint Health will not provide such services.
- b. **Maintenance of Current Releases of the Software.** Customer should promptly install Updates to maintain the Software in the most current revision level. Corepoint Health provides Services only for (i) the most current major released version of the Software; and (ii) for a period of 12 months subsequent to the release date of the most current major version, the immediately preceding major release. Corepoint Health will have no obligation to support Customer where Customer is using a version of the Software that is not a then-supported release. Corepoint Health recommends that an isolated development environment be replicated outside of the production environment in order to test all new or changed processes and software upgrades prior to making modifications to the live production environment.
- c. **Access to Customer's Facilities.** Customer may need to supply Corepoint Health with access to and use of all information and facilities reasonably necessary for Corepoint Health to render these services, subject to any security requirements or other company procedures of Customer. Resolving some product issues may require Corepoint Health to dial in to Customer's Corepoint Health's server or to otherwise remotely access the Software. If Corepoint Health is not permitted or is unable to do so, Customer may experience slower resolution times or higher costs, and Corepoint Health's ability to resolve a problem may be inhibited.
- d. **Backup Procedures.** Customer is responsible for maintaining procedures external to the Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.

3. License Grant to Neointegrate Engine Mode Software Product, Developer Edition – Nonproduction License. Corepoint Health grants Customer the right to install one copy of the Neointegrate Engine Mode Software Product, Developer Edition for use within Customer's organization by up to the number of licenses for which Customer has paid license fees solely to design, develop, test, market, and support the use of the Neointegrate Engine Mode Runtime Software with the applications and interfaces with which such Neointegrate Engine Mode Runtime Software will be used to process data. The duration of the license grant is for a period of twelve months. Neither production use nor "Hot Standby" processing capabilities are allowed.

 **Natividad** MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and **CorePoint Health LLC** _____
hereinafter "CONTRACTOR").

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

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: **Annual Corepoint Intergration**
Engine Developer's License- license for non-production use only (3 users); support for CIE w/5
connections; support for five 5-packs of add'l connections; support for RFMDB Gear for CIE

1. 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 **\$45,000**
2. TERM OF AGREEMENT. The term of this Agreement is from **Jul 1, 2010** to **Mar 4, 2012** 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.
3. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. PERFORMANCE STANDARDS.

- 4.1. 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.
- 4.2. 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.

4.3. 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.

5. PAYMENT CONDITIONS.

5.1. 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.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. 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.

6.2. 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.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless, NMC and the County of Monterey (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 agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC 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 NMC and the County under this Agreement.

8. INSURANCE.

8.1. 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.

8.2. 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.

8.3. 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:

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 \$500,000 per occurrence.

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

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.

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, 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.

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

8.4. Other Insurance 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 CONTRACTOR completes its performance of services under this Agreement.

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.

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. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

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.

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.

9. RECORDS AND CONFIDENTIALITY.

9.1. 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.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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 of \$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.
- 9.5. 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.
10. **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.
11. **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.
12. **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 an obligation 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.

13. **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.

FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager	FOR CONTRACTOR:
Name	Phil Guy, CEO
1441 Constitution Blvd. Salinas, CA. 93906	Name and Title
Address	3010 Gaylord Pkwy Ste 320, Frisco, TX 75034
831.755.4111	Address
Phone	(214) 618-7000

14. MISCELLANEOUS PROVISIONS.

- 14.1. **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.
- 14.2. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. **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.
- 14.4. **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.
- 14.5. **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. **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.

- 14.7. 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.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. 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.
- 14.16. 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.

NATIVIDAD MEDICAL CENTER

By: 
NMC Contracts/Purchasing Agent

Date: 8/9/10

By: Andrea Rosenberg
Department Head (if applicable) *for Harry*
Date: 8/11/10 *Wells*

Approved as to Legal Form

By: Stacy Saetta
Stacy Saetta
Deputy County Counsel

Date: 8/5/10

Approved as to Fiscal Provisions

By: John J. Shaver
Auditor/Controller
Date: 8/5/10

CONTRACTOR

Corepoint Health, LLC
Contractor's Business Name***



Signature of Chair, President, or Vice-President

Phil Guy, CEO
Name and Title

Date: 7/8/2010

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

Dave Shaver, Secretary
Name and Title

Date: 7/8/2010

***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. 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. 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.

EXHIBIT A (con't)

Description of Services

Corepoint Health agrees to provide Customer with the Services set forth in this Exhibit.

1. Description of Services. Corepoint Health provides the following Services with respect to the Software:

- a. **Technical Assistance.**
 - (i) Customer will provide Corepoint Health with the names of Customer's designated support representatives (each, a "Designated Support Contact"), each of whom will be knowledgeable regarding HL7 and the applicable Software. Corepoint Health will provide Customer with the information needed by such Designated Support Contacts to access Corepoint Health's customer support web site and to submit support requests on-line. Customer will notify Corepoint Health promptly with any changes to such Designated Support Contacts.
 - (ii) Currently, the Corepoint Health customer support center is available to assist the Designated Support Contact during the hours between 9:00 a.m. and 5:00 p.m. Central Time on regular business days, excluding Corepoint Health holidays. Corepoint Health may, with thirty (30) days notice, change the hours during which customer support center is available but will not shorten the hours of support per day.
 - (iii) Corepoint Health will provide Customer with those Updates to the Software which Corepoint Health makes generally available to customers. Corepoint Health's preferred method of delivery for Updates is via a download from Corepoint Health's web site. However, Corepoint Health may select other methods for delivering Updates such as, but not limited to, via CD-ROM or magnetic media.
 - (iv) Customer will maintain at its expense both an Internet e-mail address, and a method and means to download Updates from Corepoint Health's web site. Corepoint Health will use Customer's e-mail address for notification of Updates and for correspondence regarding requests for support.
- b. **Software Problem Reporting.** Customer agrees to test and verify, on an isolated development environment, any suspected Errors in the Software or Documentation and, through its Designated Support Contact(s), to submit reports concerning suspected Errors to support@corepointhealth.com. To more effectively diagnose problems, Customer's Designated Support Contact(s) agrees to confirm with the system administrator that all supporting systems (e.g., server hardware, etc.) are functioning properly before contacting Corepoint Health Customer Support, and to have the following information available prior to calling Corepoint Health: Corepoint Health Software product and version, available disk space, installed memory and hard disk space, client operating system, and server operating system (including service pack). In addition, Customer will provide a clear description of the problem or question, and any Error codes or messages. Customer's Designated Support Contact will provide Corepoint Health with data that Corepoint Health reasonably requests in order to reproduce operating conditions similar to those present when the potential Error was discovered. If Corepoint Health requests written verification of an Error or other malfunction discovered by Customer, Customer will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Software fails to perform. In addition, Customer will provide in a timely manner and with sufficient detail all example data, scripts, source code, or usage patterns that cause the Error to occur. Upon request, Customer will provide Corepoint Health with remote access to Customer's computer system for the purpose of remote diagnostics. Corepoint Health Customer Support may redefine Corepoint Health's Software problem reporting procedures as needed in which event Corepoint Health will post such updated procedures on its customer support web site.
- c. **Bug Fixes.** Corepoint Health will investigate each suspected Error reported by a Designated Support Contact to determine whether, in Corepoint Health's judgment, the suspected Error is, in fact, an Error. Corepoint Health agrees, if feasible, to commence investigation of a suspected Error on the business day on which such Error is detected. If Corepoint Health confirms that there is an Error in the Software or in the Documentation, Corepoint Health will use reasonable efforts to provide an avoidance procedure, a workaround, or an Error correction. Corepoint Health will have discretion as to the method and manner of maintenance and support efforts, including the use of non-Corepoint Health personnel.
- d. **Software Updates.** As permanent solutions are developed for known Errors in the Software, they will be incorporated from time to time in planned Updates. Corepoint Health will provide such Updates to the

Designated Support Contact as they are released. In the event Corepoint Health modifies the Documentation for the Software, Corepoint Health will also provide one copy of such Documentation to the Designated Support Contact at no additional charge as it becomes available.

2. Conditions and Limitations of Services. Corepoint Health's obligations to render Services are subject to the following conditions and limitations:

- a. **Problems Caused by Third Party Products, Errors in Use of Software, or Modifications to the Software.** Corepoint Health has no obligation to provide Services with respect to problems in the use or functioning of the Software caused by any (i) hardware or software product (including but not limited to operating systems, networks, and third party software) not provided to Customer by Corepoint Health, (ii) error in the use of the Software inconsistent with the Documentation, or (iii) modification of the Software by any person or entity other than one authorized by Corepoint Health (including, without limitation, any modifications to Software which by their nature and functionality are modifiable by Customer). Customer may request that Corepoint Health provide Customer with services for any problem caused by any of the foregoing. If Corepoint Health agrees to do so, Corepoint Health will advise Customer regarding the rates applicable to such services which may include travel and per diem expenses should Customer request that Corepoint Health provide such services from a location other than Corepoint Health's principle place of business. If Customer does not agree to pay for same, Corepoint Health will not provide such services.
- b. **Maintenance of Current Releases of the Software.** Customer should promptly install Updates to maintain the Software in the most current revision level. Corepoint Health provides Services only for (i) the most current major released version of the Software; and (ii) for a period of 12 months subsequent to the release date of the most current major version, the immediately preceding major release. Corepoint Health will have no obligation to support Customer where Customer is using a version of the Software that is not a then-supported release. Corepoint Health recommends that an isolated development environment be replicated outside of the production environment in order to test all new or changed processes and software upgrades prior to making modifications to the live production environment.
- c. **Access to Customer's Facilities.** Customer may need to supply Corepoint Health with access to and use of all information and facilities reasonably necessary for Corepoint Health to render these services, subject to any security requirements or other company procedures of Customer. Resolving some product issues may require Corepoint Health to dial in to Customer's Corepoint Health's server or to otherwise remotely access the Software. If Corepoint Health is not permitted or is unable to do so, Customer may experience slower resolution times or higher costs, and Corepoint Health's ability to resolve a problem may be inhibited.
- d. **Backup Procedures.** Customer is responsible for maintaining procedures external to the Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.

3. License Grant to Neointegrate Engine Mode Software Product, Developer Edition – Nonproduction License. Corepoint Health grants Customer the right to install one copy of the Neointegrate Engine Mode Software Product, Developer Edition for use within Customer's organization by up to the number of licenses for which Customer has paid license fees solely to design, develop, test, market, and support the use of the Neointegrate Engine Mode Runtime Software with the applications and interfaces with which such Neointegrate Engine Mode Runtime Software will be used to process data. The duration of the license grant is for a period of twelve months. Neither production use nor "Hot Standby" processing capabilities are allowed.