

Thursday, January 26, 2012

ROUTING PROCESS REQUESTED FOR:

Thomson Reuters (Amendment #1)

1. County Counsel (Stacy Saetta) to approve. Then please send to Gary Giboney, Auditor/Controller's Office
2. Auditor/Controller's office (Gary Giboney) to approve.
3. Then please return to Sid at NMC via interoffice mail.

Note: your cooperation in routing is greatly appreciated.

Sid Cato
Management Analyst
Natividad Medical Center
755-4223
catosl@co.monterey.ca.us

REQUIRED

- 3 Originals of Agreement/Amendment
- General Liability Insurance (\$1 million minimum)
- GL Endorsement
- Auto Liability Insurance (\$1 million minimum)
- Auto Endorsement
- Worker Compensation Insurance (\$1 million minimum)

REQUIRED IF APPLICABLE

- Written Justification for Insurance Modification of Requirements
- Contractor Status Form: 25 questions
- Professional Liability Insurance
- Business Associate Agreement
- Copy of Signed Board Order
- 590 Withholding Exemption Certificate Form (New Vendor)
- Vendor Data Record (New Vendor)

Notes

Amendment to extend term,
maintain and add services and
dollars

Stacy Saetta
AG

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Community Human Services hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have heretofore entered into Agreement dated February 1, 2010 ("Agreement"); and

Whereas the parties desire to amend the agreement as specified below;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. The COUNTY and CONTRACTOR agree to add Section 14.17 as follows:

New Section 14.17. Section 14.17 is hereby added to the Agreement to read in its entirety as follows:

14.17 GUARANTEE OF MALWARE-FREE GOODS:

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

2. The COUNTY and CONTRACTOR agree to add Section 14.18 as follows:

New Section 14.18. Section 14.18 is hereby added to the Agreement to read in its entirety as follows:

14.18 INTELLECTUAL PROPERTY RIGHTS:

All data provided by Natividad Medical Center (County of Monterey) belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of Natividad Medical Center (County of Monterey). Use or distribution of Natividad Medical

Center (County of Monterey) data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from Natividad Medical Center (County of Monterey).

For systems hosted or stored on equipment not owned by Natividad Medical Center (County of Monterey), CONTRACTOR shall furnish all data to Natividad Medical Center (County of Monterey) upon request by Natividad Medical Center (County of Monterey) at any time during the term of this AGREEMENT in a useable format as specified by NMC and at no additional cost to Natividad Medical Center (County of Monterey).

Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

3. The COUNTY and CONTRACTOR agree to add Section 14.19 as follows:

New Section 14.19. Section 14.19 is hereby added to the Agreement to read in its entirety as follows:

14.19 LEGAL DISPUTES:

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

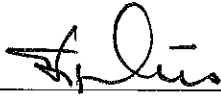
4. The COUNTY and CONTRACTOR agree to add Section 14.20 as follows:

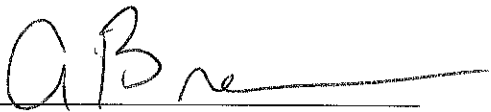
New Section 14.20. Section 14.20 is hereby added to the Agreement to read in its entirety as follows:

14.20 EXHIBIT A of Agreement is replaced with Amendment-1 to EXHIBIT A of the Agreement. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment-1 to Exhibit A.

The effective date of this Amendment is _____, 2012.

All other terms and conditions of Agreement shall remain in full force and effect.

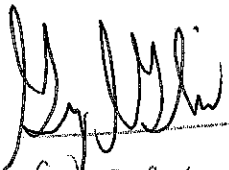
 _____ <i>NMC Signature</i>	_____ <i>CONTRACTOR Signature</i>
<u>Henry Weiss</u> _____ <i>Printed Name</i>	_____ <i>Printed Name</i>
<u>CEO</u> _____ <i>Title</i>	_____ <i>Title</i>
<u>4/3/12</u> _____ <i>Date</i>	_____ <i>Date</i>



Anne K. Brauer, Deputy County Counsel

April 18, 2012

Date



Grant Giboney

5-2-12

Date

**Amendment #1 to Exhibit A
CareDiscovery Quality Manager**

This Amendment #1 to the CareDiscovery Quality Measures Supplement G1 (the "Agreement") executed by the parties effective July 1, 2011 is effective as of June 1, 2012 (the "Effective Date"), and is entered into by Thomson Reuters (Healthcare) Inc. ("Company") and Natividad Medical Center with offices located at 1441 Constitution Boulevard, Salinas, CA 93905 ("Subscriber").

1. Product Term.

- (a) Subscriber desires to extend the term of the Agreement for an additional three (3) years extending through June 30, 2015. The additional Licensed Product to be covered by this Amendment is the Meaningful Use Quality Manager ("MUQM"). The Product Term for the MUQM is two (2) years and one (1) month commencing on June 1, 2012 and extending through June 30, 2014.
- (b) As per the current regulations, providers are responsible for submitting the clinical quality measure results to CMS through attestation using the CMS web site. The Meaningful Use Quality Manager product will generate reports that will provide the information needed for reporting the clinical quality measures to CMS. When regulation is made available which provides the specifications for electronic data submission of meaningful use clinical quality measures by vendors on behalf of the providers, we anticipate building the functionality to support the providers.

2. Fees and Payment.

- (a) Fees. Subscriber will pay Company for the Licensed Product as set forth below:

Product Term	Period 1 6/1/12 to 6/30 12	Period 2 7/1/12 to 6/30/13	Period 3 7/1/13 to 6/30/14	Period 4 7/1/14 to 6/30/15
CDQM Subscription Fee	N/A	\$30,608	\$31,526	\$32,472
MUQM Fee	N/A	\$20,000	\$20,000	-
MUQM Implementation Fee*	\$12,500	N/A	N/A	N/A
TOTAL FEES	\$12,500	\$50,608	\$51,526	\$32,472

*The MUQM Implementation will extend over the three month period commencing on June 1, 2012 and go through August 31, 2012.

- (b) Travel Expenses. Subscriber will be responsible for all reasonable travel and related out-of-pocket expenses incurred by Company personnel in connection with the provision of the Licensed Product and related services, including fees associated with on-site visits in support of data quality initiatives as mandated or otherwise required by Medicare & Medicaid Services (CMS). All expenses will be paid in accordance with the County of Monterey Travel Policy, provided that Company shall not be required to provide original receipts as copies of original receipts shall be acceptable for the purposes of expense reimbursement.
- (c) Fee increases. The Fees set forth above may be adjusted as set forth in this Section 2(c).
CMS Changes. The Fees set forth above may be increased due to changes in the Licensed Product (including services contained therein) required for compliance with CMS submissions. Company shall provide Subscriber with written notice of any such fee changes no later than ninety (90) days prior to the effective date of such fee change.
- (d) Payment. All Fees payable hereunder for Period 1 of the Product Term will be invoiced by Company promptly following the Effective Date of this Amendment. For each subsequent year of the Product Term, Company will invoice Subscriber for the Fees due on July 1 of each subsequent year. Subscriber shall pay all Fees in accordance with the Subscription Agreement.

3. **Company Deliverables.** Company will provide Subscriber access to the Subscribed Product as set forth in this Section 4. The Meaningful Use Quality Manager is an ONC-ATCB certified product identified by the CHPL Product Number: CC-1112-352290-1 and includes the following Meaningful Use Stage 1 deliverables (NOTE: product support of subsequent Meaningful Use stages that may occur during this contract period are outside of the scope of this contract's deliverables):

(a) **Stage 1 Measure Set.** The EHR Incentive Program Final Rule and the associated Initial Set of Standards, Implementation Specifications, and Certification Criteria for EHR Technology Final Rule specify the following 15 hospital quality measures to meet that stage 1 quality reporting objective.

As per the current regulations, providers are responsible for submitting the clinical quality measure results to CMS through attestation using the CMS web site. When regulation is made available which provides the specifications for electronic data submission of meaningful use clinical quality measures to CMS by vendors on behalf of the providers, we anticipate building the functionality to support the providers. Subscriber hereby requests submission to CMS under the terms of the subscription for each of the 15 measures in the table below. It is Subscriber's sole responsibility to register such measures and maintain any updates with CMS. Subscriber shall provide documentation of such registration to Company prior to submission of initial data within the fiscal year, and no later than 30 days prior to the CMS's submission deadline. If Subscriber fails to provide registration documentation more than 30 days prior to the CMS's submission deadline, measures will not be activated and data will not be submitted for that reporting period.

Natividad Medical Center
Medicare ID/ CCN -
State(s) -
Date (Initial Data Term)
Description of Measure Set
CMS Submission of the following included in Subscription Fee
Emergency Department Throughput - admitted patients - Median time from ED arrival to ED departure for admitted patients
Emergency Department Throughput - admitted patients - Admission decision time to ED departure time for admitted patients
Ischemic stroke - Discharge on antithrombotics
Ischemic stroke - Anticoagulation for A-fib/ flutter
Ischemic stroke - Thrombolytic therapy for patients arriving within 2 hours of symptom onset
Ischemic or hemorrhagic stroke - Antithrombotic therapy by day 2
Ischemic stroke - Discharged on statins
Ischemic or hemorrhagic stroke - Stroke education
Ischemic or hemorrhagic stroke - Rehabilitation assessment
VTE prophylaxis within 24 hours of arrival
Intensive Care Unit VTE prophylaxis
VTE - Anticoagulation overlap therapy
VTE - Platelet monitoring on unfractionated heparin
VTE discharge instructions
Incidence of potentially preventable VTE

(b) **Changes.** Subscriber may make changes to its CMS submissions from time to time by registering such changes with the applicable CMS pursuant to the applicable CMS's requirements, and providing written documentation of such changes to Company before submitting any data for such measures to

Company for the applicable reporting period, and in any event, no later than 30 days prior to the CMS's submission deadline. If Subscriber fails to provide documentation of registration changes to Company in the time and manner set forth above, no changes will be made to the measures for the applicable reporting period.

- (c) Mechanism for provider data submission to Thomson Reuters
 - (i) Data Submission Manual - Includes the input data file specification listing the format and the data elements for the MU quality measures for submission to Thomson Reuters
 - (ii) Secure web based data submission - Provides ability for clients to securely upload data in the specified file format to Thomson Reuters
 - (d) Data Processing
 - (i) Based on the data submitted in the client submitted data file, the application will calculate measure results for all of the 15 clinical quality measures included in the MU core objective of "Calculate and submit clinical quality measures to CMS or States"
 - (ii) Application will also perform data quality checks to identify missing and invalid values
 - (iii) Application will allow submission of ICD-9 and NDC codes (in addition to the standard codes defined in the eMeasure specification) in the input data file and provide mapping to the appropriate SNOMED and RxNorm codes as applicable prior to running the measure calculations.
 - (e) Reporting
 - (i) Application will provide secure access to reports and the PQRI format based XML file which will provide the measure calculation results for the 15 clinical quality measures required to meet the Stage 1 attestation requirements.
 - (f) User IDs. The Subscription Fee includes User IDs for 10 users. Additional users are subject to an additional fee.
 - (g) Data submission to Centers for Medicare and Medicaid Services (CMS): Specifications related to the process, mechanism and frequency of data submission to the CMS has not yet been provided through the regulatory process. When the specifications are made available, as defined and allowed by the specifications, the Company plans to build the functionality to submit the necessary data to CMS as applicable. If the specifications or schedule change in a way that Company can no longer meet the requirements with the data collected in MUQM, Company will notify Subscriber in writing at least 30 days prior to the agencies published submission deadline. As per the current regulations, providers are responsible for submitting the clinical quality measure results to CMS through attestation using the CMS web site.
 - (h) Training:
 - Standard Company web-based training regarding the Subscribed Product for Subscriber's users. Additional or customized training may be purchased for an additional fee.
 - (i) Access to the Company Online Communities.
 - (j) Company reserves the right to alter, discontinue, or otherwise modify the Subscribed Product, including any reports made part of the Output Data hereunder or any related services therein, from time to time in order to incorporate changes to the measure specifications or requirements made by CMS or other changes based upon Subscriber commentary provided to Company. Such modifications may include but are not limited to additions to or deletions of the measures, additions to or deletions from data fields collected for an existing measure set, changes to acceptable values for existing fields.
4. **Input Data Format:** The input data format will be a flat file format. It will allow for submission of data elements related to the stage 1 meaningful use clinical quality measures to Thomson Reuters for measure calculations. Each input data file shall include data for a single facility.

5. **Hardware and Software Specifications.** Subscriber shall utilize hardware and software that meets or exceeds the minimum hardware and software requirements specified below and as may be updated by Company from time to time. It is Subscriber's responsibility to provide access to the Internet. **Installation will not be scheduled until all of the required hardware and software are installed and functioning.**

Requirements	Analyst Workstation
CPU	Pentium III 450 MHz processor
Memory	512 MB
Internet Connection	Broadband connection or better
Operating System	Windows XP SP2
Browser	Microsoft Internet Explorer 6.0 SP2 or higher
Other Software	Adobe Acrobat Reader version 8.0 or higher Microsoft Office Excel version 2007 or higher

6. **Implementation.**

(a) **Certain Definitions:**

- (i) "Pre-Work Planning Call" shall mean the initial meeting via phone between the Subscriber and Company to review Pre-Work Requirements and establish a timeframe for subsequent scheduling of implementation activities.
- (ii) "Pre-Work Requirements" shall mean items that must be fully completed by Subscriber before the Implementation Start can occur. Pre-Work Requirements include but are not necessarily limited to the following items:
 - (1) Pre-sales assessment to determine that the prospect has the ability to capture and submit applicable elements in the defined format
 - (2) Identification of Subscriber project resources as defined in 6 (c) below;
 - (3) Submission of data mapping files, if applicable based on submission method;
 - (4) Submission of hospital profile form;
- (iii) "Completion of Integration" shall mean the Subscriber access to Subscriber-supplied data within the Licensed Product.
- (iv) "Implementation Start" shall mean the meeting via phone or in person between the Subscriber and Company that signifies the official start of implementation activities. This occurs only upon the completion of all Pre-Work Requirements by Subscriber and the assignment of a Company implementation manager to the project.

(b) **Implementation Services.** An implementation manager is assigned and the following services commence upon the completion of Subscriber's Pre-Work Requirements and continue until the Completion of Integration.

- (i) Creation of project work plan;
- (ii) Project and issues management;
- (iii) Software and user access configuration;
- (iv) Assistance with testing and processing of Subscriber data submissions;
- (v) Implementation training and data review;
- (vi) Deployment planning and support;

(c) **Subscriber Project and Resource Responsibilities.**

- (i) **Resources.** Within fifteen (15) days of the Effective Date, Subscriber shall appoint:

- (1) an Application Coordinator to provide overall support and direction for the implementation of the Licensed Product, make routine decisions regarding implementation tasks, and serve as the primary liaison to Users;
 - (2) one executive-level resource ("Executive Sponsor") to resolve internal Subscriber issues related to pre-work and project deliverables, and facilitate an initial deployment event per the mutually-agreed upon work plan; and
 - (3) An Information Technology coordinator to manage and support the development and submission of the appropriate Subscriber-supplied data files.
- (ii) Company and Subscriber shall work together to create a mutually agreeable work plan for Implementation of the Licensed Product. Company will present a draft work plan to Subscriber during the Pre-Work Planning Call. Once the work plan is approved, Subscriber will work with Company and make all reasonable efforts to manage to the work plan.
 - (iii) Company will schedule meetings with key Subscriber personnel as necessary and Subscriber will make its personnel available in accordance with the work plan.
 - (iv) Deviations by Subscriber or its third party vendors from agreed-upon the milestones identified in the work plan may impact the overall timeline and require a change order.
 - (v) In the event that Subscriber: (i) is unable to meet the Input Data submission schedule stated in the Workplan; (ii) chooses not to proceed with Input Data submission for any reason; or (iii) does not comply with the Pre-Work Requirements, Hardware and Software Specifications as provided in this Amendment, or data submission specifications as provided by the Company, Company may provide Subscriber written notice of such event. If Subscriber does not take corrective action within thirty (30) days of receipt of such notice, Company will cease further Implementation activities; provided, however, that Company will maintain Subscriber's access privileges to the Licensed Product and the Company On-Line Communities and Subscriber shall continue to be liable for the payment of any and all fees set forth in this Amendment through the end of the Product Term.
 - (vi) Subscriber acknowledges that it may be necessary to re-implement the Input Data, subject to any and all re-implementation fees at Company's then current fee, if there are conversions or reconfigurations made to any Subscriber systems that impact the submission of data for the Licensed Product. Examples of conversions or reconfigurations include, but are not limited to, changes to the Subscriber information systems identified as supplying data to Company during the Implementation Process set forth in this Section 7.
 - (vii) The input data file, in some instances, provides alternate elements to enable submission of data that is difficult to capture and submit in the format defined in the electronic specifications. A client may choose to use these alternate data elements but only as long as they fulfill all the underlying meaningful use data element requirements as defined in the electronic specifications and explained in the input data file specification. It is the client's responsibility to ensure that they are providing the necessary care as defined and intended by the original data elements in the electronic specifications when they choose to use the alternative data elements.

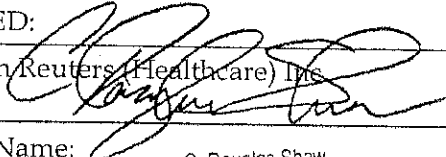
7. On-going Data Submission Process.

- (a) Subscriber shall provide to Company Input Data in accordance with Company's published data submission deadlines and Submission Requirements. Subscriber shall ensure that its submissions of Input Data are timely, complete, and correct.
- (b) For each Input Data submission, Company shall use its then-standard published data processing work plan. If Subscriber fails to meet data submission timelines and additional submissions are required or requested in order to meet NHQM requirements, such additional data processing services will be billed at Company's then-current fee. Data submissions must meet the Company specified Submission Requirements in order to be loaded to the Licensed Product.
- (c) In the event Company determines that any Input Data: (i) does not meet Company data rules; (ii) does not conform to the required format; or (iii) otherwise fails to pass the Submission Requirements, Company shall provide Subscriber written notice of such event. If Subscriber fails to submit Input Data

which satisfies, or can be made to satisfy, Company data requirements within the timeline established by the parties, Company shall have the right to remove such data from the database and cease product support for the then-current data cycle. Repeated failures by Subscriber to meet and satisfy the Submission Requirements may constitute a material breach of this Agreement.

8. **Support Services.** Company shall provide telephone technical support and content support to Subscriber in accordance with Company's regularly published work schedule. The current work schedule (excluding holidays observed by Company) is Monday through Friday from 7 a.m. to 7 p.m. Central Time.

AGREED AND ACCEPTED:

Natividad Medical Center	Thomson Reuters (Healthcare) Inc.
By: _____	By: 
Printed Name: _____	Printed Name: C. Douglas Shaw
Title: _____	Title: Executive Vice President
Date Signed: _____	Date Signed: Apr. 23, 2012



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 **Thompson Reuters (Healthcare) Inc.** 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: **Provide Care Discovery Quality Measures Core Measures Solution.**

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 **\$38,000**.
2. **TERM OF AGREEMENT.** The term of this Agreement is from **July 1, 2010 to June 30, 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. 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:** NOTE: See Subscription Agreement for CONTRACTOR's Indemnification Obligations.

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.

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). NOTE: No onsite services: excluded in prior agreement with Medstat.

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). NOTE: No onsite services: excluded in prior agreement with Medstat.

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 from 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 from 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. Except to the extent required by or permitted by the Subscription Agreement, 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. Except to the extent required by or permitted by the Subscription Agreement, when this Agreement expires or terminates, CONTRACTOR shall return to NMC and 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. NOTE: See Subscription Agreement for the Parties Intellectual Property Rights

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 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.

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

Name

1441 Constitution Blvd. Salinas, CA. 93906

Address

831.755.4111

Phone

FOR CONTRACTOR:

Thomson Reuters (Healthcare) Inc.
Attn: General Counsel

1007 Church Street, Suite 700, Evanston, IL 60201

(847) 424-4400

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. Notwithstanding the foregoing, Contractor may assign or transfer this Agreement to a third party successor in connection with the transfer of all or substantially all of the business to which this Agreement relates (whether via merger, sale of stock or assets, or otherwise), or to an affiliate, in each case, without the prior consent of NMC."
- 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, such conflict or inconsistency shall be resolved by giving precedence in the following order: (i) this Agreement; (ii) the Subscription Agreement; and (iii) other documents, exhibits and attachments.”

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 2/1/10

By: [Signature]
Department Head (if applicable)

Date: 1/25/10

APPROVED AS TO FORM AND LEGALITY
By: [Signature]
Stacy Saetta

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Date: 1/29/10

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 1-29-10

CONTRACTOR

Thomson Reuters (Healthcare) INC
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

C. Douglas Shaw - Executive
Name and Title VP

Date: 1-07-2010

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

Jonathan L. Greisenkamp - VP - Finance
Name and Title

Date: 1-07-2010

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

EXHIBIT A

Supplement G1

CareDiscovery™ Quality Measures

TERM, DELIVERABLES & FEES

This Supplement is made by and between Thomson Reuters (Healthcare) Inc. ("Company") and Natividad Medical Center with offices located at 1441 Constitution Boulevard, Salinas, CA 93905 ("Customer") with reference to the License and Services Agreement, dated as of January 1, 1999, entered into by and between them ("Agreement"). Terms defined in the Agreement have the same meanings when used in this Supplement. Customer and Company agree as follows:

1. **Product Term.**

- (a) The Licensed Product to be covered by this Supplement is the CareDiscovery Quality Measures core measures solution. The Product Term is two (2) years commencing on July 1, 2010 (the "Effective Date").
- (b) Customer will receive Output Data and Reporting during the "Output Data Term" which shall be defined as 3rd Quarter, 2010, through 2nd Quarter 2012. **Reporting will be completed by Company approximately four months after the close of each calendar quarter, assuming Company's timely receipt of Input Data from Customer.** For a period not to exceed six months after the Output Data Term has ended, Customer shall have access to the Output Data and Reporting for the final quarter of data processed under this Supplement. After such period, Company shall have no further data processing and reporting requirements under this Supplement. Third party access is not permitted without separate contract and fees to cover training, support, and access for third party users.

2. **Fees and Payment.**

- (a) **Fees.** With respect to this Supplement, Customer will pay Company the license Fees for the Licensed Product plus a one time, non-refundable Fee for training and implementation services, as set forth in the table below.

Product Term	7/1/10 to 6/30/11	7/1/11 to 6/30/12
Annual License Fee (per facility)*	\$18,000	\$18,900
Implementation Fee	N/A.	-
TOTAL FEES	\$18,000	\$18,900

- (b) **Travel Expenses.** Customer will be responsible for all reasonable travel and related out-of-pocket expenses incurred by Company personnel in connection with the provision of the Licensed Product and related services, including fees associated with on-site visits in support of data quality initiatives as mandated or otherwise required by The Joint Commission or Centers for Medicare & Medicaid Services (CMS). All expenses will be paid in accordance with the County of Monterey Travel Policy, provided that Company shall not be required to provide original receipts as copies of original receipts shall be acceptable for the purposes of expense reimbursement.
- (c) **Payment.** All Fees payable hereunder for Year 1 of the Product Term will be invoiced by Company promptly following the Effective Date of this Supplement. Thereafter, for each subsequent year of the Product Term, Company will invoice Customer for the annual license Fee payable hereunder on each anniversary of the Year 1 invoice date. Customer shall pay all Fees in accordance with the Subscription Agreement.
- (d) **Fee increases.** The Fees set forth above may be adjusted as set forth in this Section 2(d).
 - (i) **The Joint Commission / CMS Changes.** The Fees set forth above may be further increased due to changes in the Licensed Product (including services contained therein) required for compliance with The Joint Commission or CMS submissions. Company shall provide Customer with

written notice of any such changes no later than ninety (90) days prior to the effective date of such fee change.

3. **Company Deliverables.** Company will provide Customer access to the Licensed Product as set forth in this Section 3. The license Fee includes User IDs for 10 users. Additional users are subject to an additional fee. The CareDiscovery Quality Measures Solution base package includes:
- (a) **Data Collection Tool** with an administrative data interface.
 - Capability for users to abstract data for the defined core measure sets, as elected by Customer in Section 4 below;
 - Pre-loaded data available in the administrative data feed;
 - Record Sampling based upon The National Hospital Quality Measures (NHQM) sampling rules; and
 - Trended real-time reporting of unadjusted measures results.
 - (b) **Data processing** including quality assurance checks to help ensure that records identified for chart abstraction have complete and appropriate data values.
 - Stored information on missing and invalid values and deviations from sampling requirements; and
 - Measure calculation and risk-adjustment to data.
 - (c) **Regulatory Submission** includes the following:
 - If elected, data will be submitted on the Customer's behalf to The Joint Commission in accordance with requirements set forth by the Joint Commission; and
 - If elected, data will be submitted on the Customer's behalf to CMS (QNet) in accordance with requirements set forth by CMS.
 - (d) **Output Data and Reporting** including the following:
 - Web-based client reporting including control and comparison charts;
 - Web-formatted data tables; and
 - Capability to export patient-level data.
 - (e) **Training and support** including regularly scheduled standard Company web-based training regarding the Licensed Product, in accordance with Company's standard training schedule, for designated Customer personnel. Additional or customized training may be purchased for an additional fee.
 - Technical and content support as more fully described below; and
 - Access to the Company On-line Communities to be used by Customer designated personnel via the Internet.
 - (f) Company reserves the right to alter, discontinue, or otherwise modify the Licensed Product, including any reports made part of the Output Data hereunder or any related services therein, from time to time in order to incorporate changes to the Quality Measures specifications or requirements made by The Joint Commission or CMS or other changes based upon Customer commentary provided to Company. Such modifications may include but are not limited to additions to or deletions of the active measure set, additions to or deletions from fields collected for an existing measure set, changes to acceptable values for existing fields, changes to the sequences of fields entered into the data collection tool, changes to services related to the NHQM program for data quality or other related changes. The parties acknowledge that the fees set forth in this Agreement may be increased to reflect additional or increased costs associated with changes to the Licensed Product mandated by The Joint Commission or CMS.
4. **Core Measures Submission Selection.** Customer hereby selects the following measure sets as its Core Measures. **Six (6) measure sets are included in the license Fees set forth in Section 2 above.** Customer may select additional measures from the table below for collection and reporting for an additional annual fee of \$2,500 per measure set selected. Any reporting of the measures to The Joint Commission, CMS or

other agencies is identified in applicable Order Form Addenda attached hereto and incorporated herein. It is Customer's responsibility to register such measures with the applicable reporting agency.

Measure Selection	Brief Description of Measure	Initial Date for Indicator to be Activated	CMS Submission	Joint Commission Submission
X	Acute Myocardial Infarction			
	Children's Asthma Care (Joint Commission only)		N/A	
X	Heart Failure			
X	Pneumonia			
X	Pregnancy and Related Conditions (Joint Commission only)		N/A	
X	SCIP (1,2,3,4,6,7, VTE, Card2)			
X	Outpatient Measures (HOP QDRP)			
	Hospital Based Inpatient Psychiatric Services (HBIPS)		N/A	

5. **Hardware and Software Specifications.** Customer shall utilize hardware and software that meets or exceeds the minimum hardware and software requirements specified below. Installation will not be scheduled until all of the required hardware and software are installed and functioning.

Requirements	Analyst Workstation
CPU	Pentium III 450 MHz processor
Memory	512 MB
Internet Connection	Broadband connection or better.
Operating System	Windows XP, or Windows 2000
Browser	Microsoft Internet Explorer 6.0 or higher with 128-bit encryption support
Other Software	Adobe Acrobat Reader version 6.0 or higher is recommended

Other Requirements:

- ◆ Desktop Internet access is required.

6. **Implementation Process.**

- Company and Customer shall agree to the start date for implementation of the Licensed Product at Customer's licensed site(s). The start date shall be no earlier than the Effective Date and no later than three (3) months after the Effective Date of this Supplement.
- Administrator:** Customer will designate an employee of Customer to serve as the Administrator with respect to the Licensed Product. The Administrator will serve as the primary contact between Customer and Company in connection with Customer's use of the Licensed Product at Customer's sites. In addition, the Administrator will assign, administer, and retire the User IDs to be issued to Customer's employees pursuant to the Subscription Agreement. The following Administrator information is necessary for access to the Licensed Product.

- Name/Title:
- Address:
- Phone:
- Email address:

JANE FINNEY
 1441 CONSTITUTION BLVD, SACRAMENTO, CA 95816
 831.755-4095
 FINNEYJA@NATIVIDAD.COM

(c) **Executive:** Customer will designate an employee of Customer to serve as the Executive sponsor with respect to the Licensed Product. The Executive will serve as the primary executive contact between Customer and Company and shall promote the implementation of the Licensed Product within Customer's facility. The following Executive information is necessary for access to the Licensed Product.

- Name/Title:
- Address:
- Phone:
- Email address:

JANE FINNEY
1141 CONSTITUTION BLVD, SALINAS, CA 98560
831-755-4093
FINNEY@NAC.NATIVIDAD.COM

- (d) Company and Customer shall work together to create a mutually agreeable Implementation Plan. Customer assumes full responsibility of all documented resources during the life of the project.
- (e) In the event that Customer: (i) is unable to meet the Input Data submission schedule stated in the Implementation Plan; (ii) chooses not to proceed with Input Data submission for any reason; or (iii) does not comply with Company hardware or software requirements as provided in this Supplement, Company may provide Customer written notice of such event. If Customer does not take corrective action within thirty (30) days of receipt of such notice, Company will cease further implementation activities for the then-current data cycle, provided, however, that Company will maintain Customer's access privileges to the Licensed Product and the Company On-Line Communities and Customer shall continue to be liable for the payment of any and all fees set forth in this Supplement through the end of the Product Term.
- (f) Customer acknowledges that it may be necessary to re-implement, subject to any and all re-implementation fees at Company's then current time and materials rate, if there are conversions or reconfigurations made to any Customer systems that impact the submission of data for the Licensed Product. Examples of conversions or reconfigurations include, but are not limited to, changes to the Customer program identified as supplying administrative data to Company during the Implementation Process set forth in this Section 6.

7. **On-going Data Submission Process.**

- (a) Customer shall provide to Company Input Data in accordance with Company's published data submission deadlines and data file format that are made available to Customer by Company. Customer shall ensure that its submissions of Quality Measures information and Input Data are timely, complete, correct and do not require special editing.
- (b) For each Input Data submission, Company shall use its then-standard published data processing work plan. If Customer fails to meet data submission timelines and additional submissions are required or requested in order to meet NHQM requirements, such additional submissions will be billed at Company's then-current time and materials rate. Data submissions must meet the Company specified data integrity standards in order to be loaded to the Company comparative warehouse.
- (c) In the event Company determines that any Input Data: (i) does not meet Company data rules; (ii) cannot be converted to the required format; or (iii) otherwise fails to pass the Submission Requirements, Company shall provide Customer written notice of such event. If Customer fails to submit Input Data which satisfies, or can be made to satisfy, Company data requirements within the timeline established by the parties, Company shall have the right to remove such data from the database and cease product support for the then-current data cycle. Repeated failures by Customer to meet and satisfy the Submission Requirements may constitute a material breach of this Agreement.

8. **Access.** Company anticipates that the Licensed Product will be available to Customer on a 24-hour, 7-day per week basis from the Company Website. However, Customer understands that Company may interrupt access for normal and customary maintenance, for upgrades if any, and at other times as deemed necessary or desirable by Company. Access may also be interrupted due to Customer's inability to access the Website for reasons that are beyond the control of Company. Customer acknowledges that its inability to access the

Licensed Product during these periods is to be expected, and shall not constitute a breach of this Agreement.

9. **Support and Maintenance Services.** Company shall provide telephone technical support and content support to Customer in accordance with Company's regularly published work schedule. The current work schedule (excluding holidays observed by Company) is Monday through Friday from 7 a.m. to 7 p.m. Central Time. Customer may request service outside of Company's regularly published work schedule and agrees to pay for this service at Company's then-current time and materials rate. Company shall also provide to Customer Standard Updates and other software support and maintenance services as Company makes generally available to Customers without additional charge. **Company reserves the right to charge for any Upgrades.**

AGREED AND ACCEPTED.

CUSTOMER: <u>Natividad Medical Center</u>	Thomson Reuters (Healthcare) Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: <u>C. Douglas Shaw</u>
Title: _____	Title: <u>Executive Vice President</u>
Date Signed: _____	Date Signed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774	CONTACT NAME: _____																					
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____																					
101674-Peter-ALL-11-12	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	N/A	N/A	INSURER C:	N/A	N/A	INSURER D:	N/A	N/A	INSURER E:			INSURER F:		
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INSURER D:	N/A	N/A																				
INSURER E:																						
INSURER F:																						
INSURED Thomson Healthcare 777 East Eisenhower Parkway Ann Arbor, MI 48108																						

COVERAGES **CERTIFICATE NUMBER:** NYC-004508742-20 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STANDARD CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		*HDO G25524391	03/31/2011	03/31/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		*ISA H08633605	03/31/2011	03/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	*WLR C4647806A (AOS) *RSC C46478071 (WC)	03/31/2011 03/31/2011	03/31/2012 03/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A	Prof. Liab. E&O		*EON G21635029 010	03/31/2011	03/31/2012	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
						Each Occ.	5,000,000
						Gen. Agg	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Monterey, its Officers, Agents and Employees, are included as an additional insureds on the commercial general liability and automobile liability with respect to liability arising out of the contractor's work, including ongoing and completed operations
Coverage is primary and non-contributory

CERTIFICATE HOLDER

CANCELLATION

Natlidad Medical Center 1441 Constitution Boulevard Salinas, CA 93905-3807	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Henry Swayne <i>Henry Swayne</i></p>
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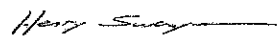
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ADDITIONAL INFORMATION		NYC-004508742-20	DATE (MM/DD/YY) 04/05/2011
PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 101674-Peter-ALL-11-12			
	INSURERS AFFORDING COVERAGE		NAIC #
INSURED Thomson Healthcare 777 East Eisenhower Parkwy Ann Arbor, MI 48108	INSURER G:		
	INSURER H:		
	INSURER I:		
	INSURER J:		

TEXT

Each of the insurance policies referenced above (ACE has a few different policy nos but the only carrier in question) provides that should such policy be cancelled by the insurer before the expiration date of the premium, thereof for any reason other than non-payment of premium, the issuing company will endeavor to mail 30 days written notice thereof to the certificate holder, but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer or its agents or representatives will not extend any policy cancellation date and will not negate any cancellation of the policy.

CERTIFICATE HOLDER

Natividad Medical Center 1441 Constitution Boulevard Salinas, CA 93905-3807	
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Henry Swayne 

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis;

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

EXHIBIT B
INSURANCE JUSTIFICATION

Vendor/Contractor Name: Thomson Reuters (Healthcare) Inc.

Automobile Liability Additional Insured Endorsement

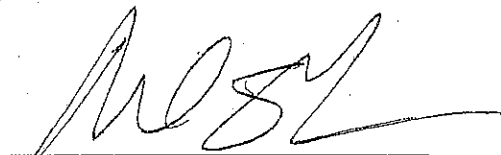
Business Justification:

The vendor has provided proof of Business Automobile Liability Insurance. The use of an automobile is not included in or necessary to the performance of the scope of services required by this Agreement. NMC Administration requests that the automobile liability Additional Insured Endorsement be waived. The hospital does not foresee any potential liability risks associate with this justification.



Harry Weis
Chief Executive Officer

Date: 6/22/09



Michael McGinnis
Chief Financial Officer

Date: JUN 22 2009