

ADDENDUM TO County of Monterey, a Political Subdivision of the State of California, on behalf of Natividad Medical Center, and MedAssets Performance Management Solutions, Inc.

This Addendum ("Addendum") is entered into by and between MedAssets Performance Management Solutions, Inc. ("MPMS"), and the Customer identified below ("Customer"), as of the last date signed below (the "Amendment Effective Date").

WHEREAS, the parties entered into a County of Monterey, a Political Subdivision of the State of California, on behalf of Natividad Medical Center, and MedAssets Performance Management Solutions, Inc. dated July 1, 2014 (the "Agreement"); and

WHEREAS, the parties desire to amend certain terms and conditions contained in the Agreement;

THEREFORE, the parties agree to amend the Agreement as follows:

1. For the purpose of this Agreement, MedAssets means, MPMS, its parent company, Vizient, Inc. ("Vizient") and Vizient's affiliates and subsidiaries, including but not limited to Vizient Supply, LLC ("Vizient Supply"). MPMS represents that it has authority to bind Vizient and Vizient Supply to this Agreement and this Agreement is binding on Vizient and Vizient Supply.
2. The following Section titled Designation and Scope of Agency is added to the Agreement:
Designation and Scope of Agency. Customer designates MPMS and its agents, including but not limited to Vizient and Vizient Supply, as an authorized group purchasing and contracting services agent for Customer and each Covered Facility.
3. The following Section titled Administrative Fees is added to the Agreement as follows:
Administrative Fees. MedAssets discloses and Customer acknowledges that, during the Term, MedAssets, Vizient or Vizient Supply will receive Administrative Fees from Participating Suppliers based on purchases made by Customer. Customer acknowledges that, except as noted below, each Supplier Agreement provides for Administrative Fees that are fixed at three percent or less of the purchase price for purchases made by Customer. With respect to Supplier Agreements providing for Administrative Fees that are not fixed at three percent or less of the purchase price for purchases made by Customer, MedAssets or Vizient will give Customer access to a secure, electronic web-based database that lists all such Administrative Fees, which database will be updated from time to time, as necessary, and is incorporated herein by reference.
4. The following Section titled Seller Rebates is added as follows:
Rebates. MedAssets will forward any seller rebates received by MPMS or Vizient, respectively, for Customer's, or a Covered Facility's, purchases to Customer or Covered Facility along with any allocation data received within 60 days of the cumulative value of such rebate(s) exceeding \$100, but in no event more frequently than on a quarterly basis. Customer and Covered Facility are solely responsible for allocating and disclosing rebates as required by law.
5. All defined terms used in this Addendum have the meaning ascribed to them in the Agreement unless otherwise defined herein. In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum shall govern. Except as expressly modified by this Addendum, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their authorized representatives as of the Amendment Effective Date.

MEDASSETS PERFORMANCE MANAGEMENT SOLUTIONS, INC.

Mark White
Signature

MARK WHITE
Printed Name

DIR, Membership 2-17-17
Title Date

County of Monterey, a Political Subdivision of the State of California, on behalf of Natividad Medical Center Solutions, Inc.

Ray D. Greenie
Signature

Ray D. Greenie
Printed Name

Director Materials, Purchasing 2/14/17
Title Date