

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made by and between CE BROKER, INC., a Florida corporation, with its principal place of business at 4601 Touchton Rd E, Suite 3250, Jacksonville, FL 32246 (“CE Broker”), and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital with its principal place of business 1441 Constitution Blvd. Salinas, CA 93906 (“Client”) (CE Broker and Client shall be referred to herein individually, where appropriate, as a “Party,” or collectively, where appropriate, as the “Parties”).

RECITALS

WHEREAS, CE Broker is a software development company specializing in the creation and development of software solutions in the healthcare industry;

WHEREAS, Client is an acute care hospital;

WHEREAS, Client desires CE Broker to provide the Services, as defined below and more fully described in the attached Statement of Work, as defined below; and

WHEREAS, CE Broker desires to provide such Services.

NOW, THEREFORE, in consideration of the promises, covenants, representations and mutual obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated by reference herein and are true and correct.
2. **Representation of Authority.** The Parties to this Agreement represent and warrant that they are authorized to sign this Agreement.
3. **Definitions.** The following terms, when used in this Agreement, shall have the following meanings:
 - 3.1 **“Affiliate”** means, with respect to Client, any other entity that directly or indirectly controls Client, is controlled by Client or an entity which is under common control with Client. As used herein, the term “control” means: (i) the power to vote at least ten percent (10%) of the voting power of an entity, or (ii) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

3.2 “Applicant” means any individual whose name or identifying information has been provided by Client to CE Broker as a prospective Employee of Client. For the purposes of this Agreement and its Exhibits, an Applicant shall be considered a subset of “Employee.”

3.3 “Client Data” means all data, content, material, and other information provided by Client or its Affiliates or Employees to CE Broker for use in connection with the Services.

3.4 “Deliverables” mean all reports and e-mail notifications generated by CE Broker as a result of, or incidental to, the Services.

3.5 “Employee” means any individual whose name or identifying information is provided by Client to CE Broker for the use of the Services, whether or not that person is actually employed by Client on a full time, part time, or independent contractor basis, or not at all. This shall include prospective employees or Applicants of Client. CE Broker’s Services are performed irrespective of the Employee’s actual employment status based upon the most recent information and requests from the Client.

3.6 “Proprietary or Confidential Information” means, with respect to a Party hereto, all information or material which (i) gives that Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that Party; or (ii) which is (A) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (B) known by the Parties to be considered confidential and proprietary or (C) of such a type, nature or character that a reasonable person under like circumstances would treat such information as confidential, including but not limited to employee and medical staff information; business, technical, marketing, financial, customer, or vendor information; or intellectual property. Neither Party shall have any obligation with respect to confidential information which: (i) is known or used by the receiving Party prior to disclosure by the disclosing Party; (ii) either before or after the date of the disclosure by the disclosing Party is disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party; (iii) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault of the receiving Party; (iv) is independently developed by the receiving Party; (v) is required to be disclosed by a final order of a court of competent jurisdiction; or (vi) is otherwise required to be disclosed by applicable law following reasonable notice, if permitted by law, to the disclosing Party. Confidential Information of CE Broker does not include information that is or becomes publicly known or available as a result of Customer’s proper compliance with the California Public Records Act.

3.7 “Provider” means any individual whose name or identifying information has been provided by Client to CE Broker as a medical provider for use of the Services. For the purposes of this Agreement and its Exhibits, a Provider shall be considered a subset of “Employee.”

3.8 “Services” means certain services as described in any written Statement of Work as may be agreed upon by the Parties in writing in accordance with the terms of this Agreement.

3.9 “Statement of Work” means a written statement of work signed by both Parties which refers to this Agreement and which is substantially in the form of the attached Exhibit “A,” incorporated herein by reference. Statement of Work shall also include any and all “Amended Statements of Work,” as defined herein.

4. **Services.** CE Broker agrees to provide the Services to Client. The initial Statement of Work is attached hereto as “Exhibit A.” CE Broker shall be responsible for delivering and performing only those

Services and Deliverables specifically identified in a duly executed Statement of Work. CE Broker reserves the right to change, add or remove functionalities, features or the appearance of the Services and Deliverables at any time.

5. **Acceptance of Deliverables.** Each Deliverable shall be subject to acceptance and/or acceptance testing by Client, at Client's sole option, to verify that the Deliverables satisfy the acceptance criteria, if any, of the Statement of Work. At Client's request, CE Broker will provide sufficient evidence to demonstrate the adequate testing of the Deliverables to meet the foregoing requirements. The documentation provided by CE Broker shall represent the minimum functionality of the Deliverables. If Client discovers a non-conformity within ninety (90) days following the date of delivery of a Deliverable and Client notifies CE Broker of the non-conformity in writing within ninety (90) days following the date of delivery of such Deliverable, CE Broker shall, as Client's sole and exclusive remedy for breach of the foregoing warranty, either correct the non-conformity to Client's reasonable satisfaction at no additional charge in a timely, professional manner, or, if CE Broker fails to timely correct the non-conformity, refund monies paid by Client for the Services attributable to, or affected by, the non-conforming Deliverable.

6. **Change Orders.** Client shall submit all change requests concerning the Services and Deliverables to CE Broker in writing. CE Broker will evaluate each change request and provide a written response within thirty (30) days of receipt of the request. The written response will include a statement of the availability of CE Broker's personnel and resources, as well as the impact the proposed changes will have on the fee for the Services, delivery dates, milestones, and warranty provisions of this Agreement. CE Broker and Client shall execute a change order ("Change Order") to reflect the terms of the change request. Unless otherwise agreed upon by the Parties in writing, such Change Order shall be prospective only, and shall not affect the Parties' respective rights and duties which accrued under the prior Statement of Work. Such Change Order shall be effective only upon execution by both Parties. The Parties acknowledge and agree that administrative or other requests for changes to the billing, invoicing, management or structure of the Services and Deliverables including, without limitation, merging, transferring, linking, or splitting accounts by, through, or among Client and/or any third-parties or Affiliates as a result of merger, acquisition, restructuring, sale or otherwise, or requests for additional and/or in-person training, shall require a Change Order and be subject to additional fees and travel costs, as applicable. If applicable, all travel costs shall be reimbursed by Client to CE Broker in accordance to the County of Monterey Travel and Business Expense Reimbursement Policy.

7. **Training.** Unless otherwise agreed by the Parties in a Statement of Work or Change Order, CE Broker will not be responsible for providing any training to Client or its personnel regarding the use and operation of the Services. Except as may be expressly stipulated in a Statement of Work, any requests for additional and/or in-person training shall be in writing by way of an amendment to this Agreement signed by both parties and shall be subject to additional fees and costs, including travel costs, as applicable.

8. **Fees, Expenses, and Payment.**

8.1 **Fees.** In consideration of the Services and Deliverables to be performed and furnished by CE Broker, Client shall pay CE Broker the fees set forth in the applicable Statement of Work, subject to

the limitations set forth in this Agreement. The total amount payable by Client to CE Broker under this Agreement shall not exceed the sum of \$60,000. Client does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Unless otherwise agreed upon in a Statement of Work, undisputed portions of each invoice shall be paid by Client to CE Broker net thirty (30) days from receipt of a certified invoice by the County of Monterey Auditor-Controller.

8.2 Resolution of Fee Disputes. Client covenants and agrees that any invoiced amounts it withholds as being disputed must be disputed by Client in good faith. Client agrees to provide reasonable details of the dispute, including, but not limited to, specific amounts, charges, and/or fees as well as the nature and factual or legal basis of any such dispute, to CE Broker in writing and to cooperate with CE Broker in attempting to promptly resolve the dispute. Client's failure to mail or electronically transmit to CE Broker written record of the dispute, as described herein, within thirty (30) days following CE Broker mailing or electronically transmitting each invoice containing a disputed amount (the "Disputed Invoice") shall constitute an unconditional waiver and release of any dispute or defense of Client to the full and prompt payment of the Disputed Invoice, and all amounts due under the Disputed Invoice shall be immediately due and payable in accordance with subsection 8.1 without further presentation or demand.

8.3 Expenses. The Parties do not contemplate that CE Broker will incur expenses that will require reimbursement from Client, but in the event CE Broker will seek reimbursement of expenses from Client, CE Broker will obtain written approval from Client prior to incurring such expenses and such expenses shall be added by way of an amendment to this Agreement signed by both parties.

8.4 Taxes. Client shall pay for taxes imposed in conjunction with this Agreement, including sales, use, excise and similar taxes based on or measured by charges payable under this Agreement and imposed on the purchaser of goods and services under authority of federal, state or local taxing jurisdictions. Client's obligation described in this subsection specifically excludes foreign, federal, state and local taxes based upon CE Broker's revenues, net income, employees, corporate existence or related tax. The charges listed at the time of Agreement execution are not taxable. Subsequent executed amendments hereto shall not include any applicable sales, use, person property, excise, or other similar taxes. The amount of any applicable sales, use, personal property, or other similar tax applicable to such future licenses or purchases made via addendum to this Agreement shall be paid directly by Client or shall be paid to CE Broker on receipt of invoice therefore.

8.5 Other Fees. Unless otherwise provided in this Agreement, a Statement of Work, or a Change Order executed by the Parties, all other services rendered by CE Broker to, or for the benefit of, Client which are not expressly agreed upon in advance by the Parties under this Agreement, a Statement of Work, or a Change Order (the "Additional Services") shall be billed to Client at CE Broker's then-current rates. Prior to performing any Additional Services, CE Broker will inform Client in writing of the fees associated with such Additional Services and CE Broker will obtain written consent from Client to perform the Additional Services.

9. **Proprietary Rights.** CE Broker agrees that any Deliverables provided to Client in connection with the Services are the exclusive property of Client. CE Broker agrees to execute all papers and do all things reasonably necessary to ensure that Client obtains full title to such Deliverables. Notwithstanding the foregoing, CE Broker is and shall be the exclusive owner of all software, including all files, file structures, and source code (the "Software"), used to perform the Services or to provide the Deliverables, and nothing in this Agreement shall transfer any right, title, claim or ownership in, to, or of the Software

to Client.

10. **Term of Agreement.** The term of this Agreement commences on April 1, 2021 (the “Effective Date”) and continues for a period of three (3) years (the “Initial Term”), unless terminated earlier as expressly provided for in this Agreement.

11. **Termination.** This Agreement, a Statement of Work, or a Change Order may be terminated by either Party effective immediately upon mailing or electronically transmitting written notice (the “Termination Notice”) to the other Party, if: (i) the other Party breaches any material obligation provided in this Agreement, a Statement of Work, or a Change Order, or is otherwise in default of this Agreement pursuant to subsection 11.3, (ii) the breaching Party fails to cure such breach within thirty (30) days of the non-breaching Party mailing or electronically transmitting written notice to the other Party of such a breach or default, and (iii) Client’s payments to CE Broker under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Client’s purchase of the indicated quantity of services, then NMC may give written notice of this fact to CE Broker, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. Upon termination of this Agreement for cause, all outstanding Statements of Work and Change Orders also terminate, except and excluding any and all rights to payment for Services rendered by CE Broker to, or for the benefit of, Client up to and including the date of termination of this Agreement, as provided in Sections 8.1 and 8.2 of this Agreement. In addition to the foregoing, the Parties have the right to terminate this Agreement without cause upon thirty (30) days’ advance written notice.

11.1 **Termination Invoice.** Client shall pay CE Broker according to the applicable Statement of Work for all Services and Deliverables up to and including the date of termination. In addition, except for Services and Deliverables that led to a termination for cause by Client, CE Broker shall be paid at its then current hourly rates for time spent and materials expended through the date of termination. CE Broker shall provide Client with an invoice (“the Termination Invoice”) for the foregoing amounts within thirty (30) days of the effective date of the termination. Client shall pay undisputed portions in accordance with section 8.2 of this Agreement. Any disputes as to the amounts reflected on the Termination Invoice shall be governed by subsection 8.2 of this Agreement.

11.2 **Return of Proprietary or Confidential Information.** Within ten (10) days of the date of termination or expiration of this Agreement or a Statement of Work, each Party shall return to the other all Proprietary or Confidential Information of the other Party (and any copies thereof, including any Client Data) in the Party’s possession or, with the written approval of the Party, destroy all such Proprietary or Confidential Information and Client Data. Client shall retain all right, title and interest in the Client Data and its Proprietary and Confidential Information. In the event of a termination of a Statement of Work, the return or destruction obligation shall only apply to Proprietary and Confidential Information in such Party’s possession due to the terminated Statement of Work. Notwithstanding the foregoing, the obligation to return or destroy shall not extend to archival and backup media maintained in the normal operations of Client.

11.3 **No Default.** In no event shall the unavailability or inaccessibility of any third-party services, database, or information upon which the Services rely constitute a default by CE Broker, so long

as the unavailability or inaccessibility is outside the reasonable control of CE Broker.

12. **Warranties.**

12.1 CE Broker warrants that for a period of ninety (90) days from the date of acceptance as set forth in Section 5, the Deliverables will be provided and operate in substantial conformance with the specifications in the applicable Statement of Work. All warranty claims not received by CE Broker in writing within such period shall be deemed waived and/or abandoned. As the sole and exclusive remedy of Client for breach of the foregoing warranty, CE Broker shall, at its option, either correct the nonconformity or refund to Client the fees paid in connection with the relevant Deliverables. The warranty provided in this Section is solely for the benefit of Client and Client shall have no authority to extend such warranty to any third-party. This warranty is contingent on the Client's proper installation and use of the Services on the Client equipment identified in the Statement of Work (if any) and the proper performance, availability, and/or accuracy of any and all third-party software, services, hardware, and/or data used to perform the Services. CE Broker shall not be liable for any failures, reduced performance, or inaccuracies caused, in whole or in part, by third-party hardware, software (including Client's own systems), services, and/or data, misuse of the Services, or the negligence or willful misconduct of Client.

12.2 CE Broker relies on information supplied by third-party licensing entities and Client's employees or prospective employees to render the Services; CE Broker does not manage or control the hardware, software, and/or data supplied by such third-party licensing entities and shall not be liable for failures, reduced performance, or inaccuracies in the data caused by these third-party licensing entities or Client's employees or prospective employees. CE Broker's Services require Client to exercise final review and affirmative acceptance of all information submitted by Client's Employees that cannot be verified with a third party licensing entity.

12.3 CE Broker warrants and represents that Services performed by CE Broker or by a permitted subcontractor or agent of CE Broker shall be performed in a professional manner, consistent with industry practices and in a diligent, workmanlike, and expeditious manner, and in accordance with all applicable laws.

12.4 CE Broker warrants and represents that it has taken and will take in the future reasonable precautions to avoid creating, delivering or transmitting a virus or worm to Client in connection with the performance of the Services. CE Broker further warrants and represents that it will take reasonable precautions to cause any Deliverables provided to Client will be free from viruses or worms upon their delivery to Client.

12.5 CE Broker further warrants and represents that reasonable safeguards are in place to provide referential integrity between referential databases and to provide that data integrity and accuracy is maintained so that any licensing data output by the Services or input into Client's system in connection with the Services is an accurate representation of the licensing data provided to CE Broker by the licensing entities from which it is obtained. Nothing in this Agreement or this subsection shall mean, or shall be construed to mean, that CE Broker warrants or otherwise guarantees the accuracy of any third-party data, including any data obtained by CE Broker from referential databases, which used or relied upon in rendering the Services.

12.6 CE Broker represents and warrants that it is the owner and holder of all rights in the proprietary Software and infrastructure used to perform the Services.

12.7 CE Broker represents and warrants that it will meet or exceed all Service thresholds

detailed on the applicable Statement(s) of Work, including, but not limited to, maintaining 99% uptime (measured monthly) for all web-based reports, available online at www.EverCheck.com, excluding outages or service interruptions due to scheduled maintenance and/or the unavailability or limited availability of third-party data/sources, referential databases or vendor services, and Service outages otherwise attributable to causes outside the reasonable control of CE Broker (by way of example, and not limitation, changes in Board website design which render automated license verification inoperable). CE Broker agrees there shall be no scheduled maintenance during regular business hours, which are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. EST, excluding holidays as designated by the State of Florida. In the event of an unscheduled interruption(s) in the Services exceeding 1% of the available monthly usage, excluding outages due to the unavailability or limited availability of third-party data/sources, referential databases or vendor services, CE Broker will not invoice Client, and Client will not be required to pay CE Broker, for the time during which the Services are unavailable. Such unavailability of the Services will be identified by CE Broker in the applicable invoice through a pro-rata reduction in the amount invoiced.

12.8 Client represents and warrants that it has all necessary rights, title and interest in and to any and all Client Data provided to CE Broker under this Agreement. Client represents and warrants it has full authority to transmit the Client Data to CE Broker under this Agreement. Client represents and warrants that in providing the Client Data to CE Broker, it has and will comply with all applicable state, federal and international privacy and data security laws, and has obtained all required authorizations and approvals for CE Broker's receipt and use of the Client Data.

13. **Disclaimer of Warranties.** Except as provided in Section 12 (Warranties), the Services and Deliverables are provided "as is" with all faults, and without warranty of any kind. Except as provided in Section 12 (Warranties), CE Broker disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Client expressly agrees and acknowledges that use of the Services and Deliverables is at Client's sole risk, and that CE Broker shall not be responsible for outages of, or interruptions to, the Services or Deliverables due to the unavailability or limited availability of third-party data, referential databases or vendor services. Client expressly agrees and acknowledges that CE Broker does not warrant the accuracy of any third-party data, Client Data or referential databases used to render the Services or Deliverables, and Client expressly acknowledges and agrees that any inaccuracies or discrepancies in the Services or Deliverables resulting, in part or in whole, from such third-party data, Client Data or referential databases is not chargeable against CE Broker. CE Broker does not warrant that the Services or Deliverables will meet Client's requirements. No oral or written information or advice given by CE Broker or CE Broker's representatives shall create a warranty or in any way increase the scope of the Limited Warranty provided in this Agreement.

14. **Indemnification.** The Parties shall indemnify each other as follows:

14.1 **By CE Broker.** CE Broker shall indemnify Client from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) which Client may suffer or incur solely to the extent caused by: (a) CE Broker's breach of the confidentiality requirements herein, and (b) Client's use of the Services or Deliverables or any portion thereof which infringes or violates any patent, copyright, trade secret, trademark, or other third-party intellectual property

right. In the event that Client is enjoined from using the Services, Deliverables, or any portion thereof due to the acts or omissions of CE Broker, CE Broker shall promptly, at its expense (including, but not limited to the payment of any royalties occasioned by the following) either: (i) provide to Client non-infringing means of using the Services and/or Deliverables; (ii) negotiate and procure for Client the right to use the Services and/or Deliverables without restriction; or (iii) if neither (i) nor (ii) can be accomplished within a reasonable time period on commercially reasonable terms, and at no cost to Client, then provide an equitable refund to Client of monies paid by Client to CE Broker under the applicable Statement(s) of Work with respect to the Deliverables that Client is not able to use as a result of such infringement.

14.2 **By Client.** Client shall indemnify CE Broker from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) which CE Broker may suffer or incur solely to the extent caused by: (a) Client's breach of the confidentiality requirements herein; and (b) any information provided by Client to CE Broker which is inaccurate, incomplete, misleading, untimely or otherwise not authorized to be transmitted to CE Broker by or on behalf of the Employee or any third party.

15. **Limitation of Liability.** EXCEPT FOR (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (II) BREACH OF CONFIDENTIALITY, OR (III) CLAIMS OR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY OR ITS EMPLOYEES OR AGENTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR A PARTY'S PERFORMANCE HEREUNDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (II) BREACH OF CONFIDENTIALITY, OR (III) CLAIMS OR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY OR ITS EMPLOYEES OR AGENTS, EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), WILL BE LIMITED TO THE AGGREGATE LIMITS OF THE INSURANCE AS SET FORTH HEREIN.

16. **Insurance.**

16.1 **Evidence of Coverage:** Prior to commencement of this Agreement, CE Broker 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, CE Broker upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to CLIENT's Contracts/Purchasing Department, unless otherwise directed. CE Broker shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and CLIENT has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CE Broker.

16.2 **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 CLIENT's Contracts/Purchasing Director.

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

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

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

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

16.5 Business Automobile Liability Insurance, covering ~~all motor vehicles, including owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence. AP

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

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

16.6 Workers' Compensation Insurance, If CE Broker 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 \$500,000 each person, \$500,000 each accident and \$500,000 each disease.

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

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

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

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

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

16.8 Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to CLIENT 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 CE Broker completes its performance of services under this Agreement.

16.9 Each liability policy shall provide that CLIENT 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 CE Broker 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.

16.10 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 CE Broker'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 CE Broker's insurance.

16.11 Prior to the execution of this Agreement by CLIENT, CE Broker shall file certificates of insurance with CLIENT's Contracts/Purchasing Department, showing that CE Broker has in effect the insurance required by this Agreement. CE Broker 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.

16.12 CE Broker 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 CLIENT, annual certificates to CLIENT's Contracts/Purchasing Department. If the certificate is not received by the expiration date, CLIENT shall notify CE Broker and CE Broker shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CE Broker to maintain such insurance is a default of this Agreement, which entitles CLIENT, at its sole discretion, to terminate the Agreement immediately.

17. **Confidentiality.**

17.1 In General. The Parties agree to hold each other's Proprietary or Confidential Information in strict confidence. The Parties agree not to make each other's Proprietary or Confidential Information available in any form to any third-party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all

reasonable steps to ensure that Proprietary or Confidential Information of the other Party is not disclosed or distributed by its employees, agents or contractors in violation of the provisions of this Agreement. Each Party's Proprietary or Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Proprietary or Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. The obligations under this Section shall survive the expiration or termination of this Agreement and continue in perpetuity; including with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret. Confidential Information of CE Broker does not include information that is or becomes publicly known or available as a result of Customer's proper compliance with the California Public Records Act.

17.2 Data Security and Privacy. CE Broker will maintain and enforce reasonable security safeguards and procedures with respect to the Services and data received from Client that are (a) at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Client Data. Without limiting the generality of the foregoing, CE Broker agrees to comply with all applicable data security and privacy laws, statutes and regulations ("Laws"), including applicable Laws relating to the security and privacy of personal information and personally identifiable information ("Personal Information"), in connection with the Services and handling of Client Data. In the event of an unauthorized use or disclosure by CE Broker, its employees, agents, or subcontractors of Personal Information resulting from CE Broker, its employees, agents or subcontractors failing to comply with its obligations under this Agreement, CE Broker shall take the following action with respect to such unauthorized use or disclosure: (a) to the extent required by applicable law, promptly communicate the nature of the unauthorized use or disclosure to those persons whose Personal Information was or likely was involved in an unauthorized use or disclosure ("Affected Individuals") via written correspondence approved by Client's General Counsel; (b) defend, indemnify and hold Client harmless from and against any third-party claims relating to the unauthorized use or disclosure of Personal Information; and (c) take all action commercially reasonable to mitigate any damages of Client relating to the unauthorized use or disclosure of Personal Information. CE Broker will promptly report to Client any breaches of security or unauthorized access to Client Data. CE Broker will use diligent efforts to promptly remedy such breach of security or unauthorized access at CE Broker's expense.

18. Regulatory Requirements.

18.1 Access to Books and Records. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this Agreement, CE Broker and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between CE Broker and Client for Services and to any contract or agreement between CE

Broker and such related organizations, as well as the books, documents and records of CE Broker and its related organizations, if any, which are necessary to verify the cost of the Services provided. CE Broker shall promptly advise Client of such request, and shall promptly provide to Client copies of any documents so provided. Neither Party shall be deemed to have waived any attorney-client or work-product privilege by virtue of this Section.

18.2 Compliance With Laws. The Parties intend that this Agreement complies with all existing and future applicable laws, including state and federal anti-kickback laws, the Medicare/Medicaid Anti-Fraud and Abuse Statutes, the restrictions on Client by virtue of its tax-exempt status and any federal law relating to physician referrals. If at any time, as the result of the enactment of a new statute, regulations, or otherwise, either Party receives a bona-fide written legal opinion concluding there is a substantial risk that, as a result of this Agreement, either Party does not comply with applicable law or that a Party would be legally precluded from billing a third-party payor for services ordered by a physician, then the Parties shall use good faith efforts to reform this Agreement in such a manner so that it complies with applicable law or does not preclude Client or its Affiliates from billing a third-party payor, as applicable. If, after the exercise of such good faith efforts for a period of at least thirty (30) business days, the Parties have not agreed on amendment(s) to this Agreement that resolve the legal issues referred to above, then the Party(s) whose receipt of a legal opinion triggered renegotiation may terminate this Agreement upon at least sixty (60) calendar days written notice to the other Party.

18.3 Excluded Provider. CE Broker represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as “employees”) has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). CE Broker agrees to notify Client within five (5) business days of CE Broker’s receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of CE Broker or any of its employees on the Office of Inspector General’s exclusion list (OIG website), the General Services Administration’s Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control’s (OFAC’s) blocked list shall constitute “exclusion” for purposes of this paragraph. In the event that CE Broker or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC’s blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to Client, unless Client elects in writing to continue this Agreement. For the purpose of this paragraph, the term “Federal Health Care Program” means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children’s health insurance program, or any similar program.

18.4 Discounts and/or Free Products. CE Broker shall assist Client in complying with the reporting requirements of 42 C.F.R. §1001.952(h), regarding “safe harbor” protection for discounts under the Anti-Kickback Statute. CE Broker shall disclose to Client in this Agreement and on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate. The statement shall inform Client, as appropriate, in a clear and simple manner of the amount of any discount or rebate so as to enable Client to satisfy its obligations to report such discount or rebate to Medicare.

19. **Miscellaneous.**

19.1 Waiver, Amendment, or Modification. The waiver, amendment or modification of any

provision of this Agreement or any right, power, or remedy hereunder shall not be effective unless made in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement even though CE Broker may have accepted or signed such documents. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof, except as specifically provided in subsection 8.2 herein.

19.2 Notice. All notices, demands or consents given under this Agreement shall be in writing and shall be sent to the receiving Party at the addresses set forth below, or at such other address given by either Party to the other in writing, via: (i) first class, certified, or registered mail through the United States Postal Service; (ii) Federal Express; (iii) overnight courier; or (iv) electronic transmission by e-mail.

If to CE Broker: CE Broker, Inc.
c/o Brian Solano, C.E.O.
4601 Touchton Rd E, Suite 3250
Jacksonville, Florida, 32246
bsolano@cebroker.com
(904) 726-4271

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

19.3 Entire Agreement. This Agreement, together with any attachments hereto, constitute the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations and/or agreements between the Parties in connection with the subject matter hereof, except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Exhibits or Statement(s) of Work, the terms and provisions of this Agreement shall control.

19.4 Assignment. Neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld.

19.5 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the Parties to this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding that body of law applicable to choice of law.

19.6 Venue and Waiver of Jury Trial. Any claim, cause, or action brought to enforce this Agreement shall be brought exclusively in Monterey County, California, and not in any other venue. CE Broker hereby consents to personal jurisdiction and venue therein and hereby waives any right to object to personal jurisdiction or venue. **The Parties also waive any right to trial by jury of any claims between them and/or arising from or related to this agreement.**

19.7 Attorneys' Fees and Costs. If any legal action or arbitration is necessary to enforce the terms of this Agreement, including any and all Statement(s) of Work, the prevailing Party shall be entitled to reasonable attorneys' fees and costs incurred in any such legal action or arbitration, in addition to any

other relief to which that Party is otherwise entitled.

19.8 Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. Such provision shall be deemed amended or reformed to the minimum extent necessary to conform to the requirements of the law so as to be valid and enforceable in light of the Parties' intent as evidenced by this Agreement. If such provision cannot be amended without materially altering the intention of the Parties, the tribunal having jurisdiction shall revise the provision in a reasonable manner to the minimum extent necessary to make it binding and enforceable. If no such revision is possible, this Agreement shall be construed as if such provision had never been contained herein; provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality, or unenforceability, and the rest of this Agreement shall remain in full force and effect.

19.9 Relationship of the Parties. CE Broker is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties hereto. Neither Party shall have any authority to enter into agreements of any kind on behalf of the other Party and neither Party shall have any power or authority to bind or obligate the other Party in any manner to any other third-party. This Agreement is not intended to, and shall not be construed to give any third party (by way of example and not limitation, any Employee) any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

19.10 Force Majeure. Neither Party will be liable for any failure or delay in performance under this Agreement (except any obligation to make payment hereunder) which is due to any event beyond the reasonable control of such Party, including, without limitation, fire, explosion, unavailability or limited availability of utilities or raw materials, unavailability or limited availability of components or necessary third-party services, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions. In the event CE Broker excuses its performance of any of the requirements of this Agreement or otherwise invokes the provisions of this section, the payment provisions of this Agreement shall be suspended for an equal period of time only as to all unaccrued/unearned fees, charges, or amounts.

19.11 Counterparts and Signature. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement. The Parties agree that this Agreement may be electronically signed, and that electronic signatures, as well as fax copies of handwritten signatures, shall be treated as enforceable as an original.

19.12 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

19.13 Captions. The captions appearing at the commencement of the sections and subsections of this Agreement are descriptive only and for convenience and reference. Should there be any conflict between any such caption and specific language within the section or subsection, the specific language of the Agreement shall control and govern in the construction of this Agreement.

19.14 Acknowledgement of the Parties. By signing below, each Party acknowledges having read this Agreement, and that, after a full opportunity to discuss the terms of this Agreement with any representative or counsel of the Party's choice, fully understands the Agreement and voluntarily enters


into this Agreement. Each Party further agrees that no representations, promises, understanding or agreements inconsistent with this Agreement have been made by any other Party, other than those contained herein.

19.15 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 8 (Fees, Expenses, and Payment), 11 (Termination), 13 (Disclaimer of Warranties), 15 (Limitation of Liability), 17 (Confidentiality), 20 (Miscellaneous), and any other provision which, by its nature, is intended to survive the termination or expiration of this Agreement.

Signature page to follow

IN WITNESS WHEREOF the Parties have signed this Agreement by their duly authorized representatives on the date set forth below.

CE BROKER, INC.

By:  _____

Title: _____ **CAO & Counsel**

Date: 4/30/2021

County of Monterey on behalf of Natividad Medical Center

By: _____

Title: _____

Date: _____

Reviewed and approved as to form.



Deputy County Counsel
May, 6, 2021

Reviewed and approved for Fiscal Terms



Chief-Deputy Auditor-Controller

5-6-2021

EXHIBIT A STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is entered into as of April 1, 2021 (the “Effective Date”) by and between the County of Monterey, on behalf of Natividad Medical Center (“Client”) and CE Broker, Inc. (“CE Broker”), pursuant to that certain Master Services Agreement (the “Agreement”) between Client and CE Broker and is subject to the terms and conditions of the Agreement. (CE Broker and Client shall be referred to herein individually, where appropriate, as a “Party,” or collectively, where appropriate, as the “Parties”) (Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement)

- 1) **Services and Deliverables.** In accordance with the Agreement, CE Broker will provide the following services (collectively, the “Services”), accessible by Client online at www.EverCheck.com, and deliverables (collectively, the “Deliverables”) to, or for the benefit of, Client:
 - a) EverCheck HR. CE Broker will provide Client with daily automatic verification of licenses, credentials and registrations (“LCRs”), frequency dependent on the availability of third-party licensing entity(ies), accessible by Client at www.EverCheck.com, of Client's Employees’ healthcare LCRs, which verification shall meet the primary source standards of The Joint Commission and DNV Healthcare, as well as monitoring of date-tracked LCRs, as applicable (“EverCheck HR”). CE Broker’s proprietary software system (the “Software”) performs verifications based on the publicly available third-party licensing entity(ies)’ records identified by Client. In order to access the LCR verification Services, it is Client’s sole responsibility to submit to CE Broker an Employee data file, and a separate Applicant data file, including any Employees and Applicants of Client that Client wishes to track in a format accessible to, and compatible with, the Software. In the event that CE Broker is unable to provide automated LCR verifications, CE Broker will notify client and Client may submit a written request for manual verification services, when available as an option. Client’s written request must specify the frequency of the requested manual verifications (which shall not exceed two (2) verifications per month per Employee). Client represents and warrants that in providing the Client Data to CE Broker, it has and will comply with all applicable state, federal and international privacy and data security laws, and has obtained all required authorizations and approvals for CE Broker’s use of the Client Data with the Services. Client acknowledges CE Broker’s obligation to provide the Services is limited to accurately compiling in its Deliverables the LCR verification and Client Data obtained from publicly available third-party databases and Client, respectively, and CE Broker does not warrant the accuracy, correctness, or availability of this data.
 - i) Automated Data Flow. CE Broker will export to Client licensing data generated by the Software for a system-to-system update, including the actual LCR expiration dates the third-party licensing entity(ies) have on record for each of the Employees and the LCR status data. CE Broker will generate and provide the data file to be uploaded to Client’s system, known as the HRIS Inbound File. It is Client’s sole responsibility for successfully importing this file into its system. In the event that a change in HR system requires a change to the initially set-up HRIS Inbound File, Client must submit a Change Order and additional fees may apply.

- ii) Archived History. CE Broker will create and maintain an archival record, accessible by Client at www.EverCheck.com, of CE Broker's LCR verification activity for the Employees and Applicants, which record includes any changes to the LCR status, expiration date, or if the LCR has disciplinary action reported by the board, and only for the time the LCR is being verified by CE Broker.
- iii) License Status Report. CE Broker will create and maintain a LCR status report, accessible by Client at www.EverCheck.com ad-hoc, which summarizes the total number of Employees by third-party licensing entity and by LCR status. An unlimited number of Client users may access the report.
- iv) License Expiration Date Report. CE Broker will create and maintain an expiration date report, accessible by Client at www.EverCheck.com ad-hoc, which summarizes the total number of Employees by LCR expiration date(s). CE Broker will update this expiration date report daily. An unlimited number of Client users may access the report.
- v) Date Renewed Report. CE Broker will create and maintain a report, accessible by Client at www.EverCheck.com, which lists each Employee who renewed his/her LCR within a date range selected by Client. An unlimited number of Client users may access the report.
- vi) Name Comparison Report. CE Broker will create and maintain a report, accessible by Client at www.EverCheck.com, which sorts Employees with differences in their last names or first names. An unlimited number of Client users may access the report.
- vii) Pending Credentials Report. CE Broker will provide a document staging area that requires Client to review the LCRs submitted via EverCheck Wallet by Employees. Client will have the ability to review submitted LCRs and either accept or reject the documentation.
- viii) Change Notifications. CE Broker will send email notifications on a daily basis to Client when an Employee's LCR status changes, when a LCR has lapsed, or when a disciplinary action has been reported against a LCR by its respective licensing board.
- ix) Custom Expiration Date Reminders. CE Broker shall send email reminders of approaching Employee LCR expiration dates to Client and Employees at such times and frequency as is specified by Client in writing. Email content is customizable to a reasonable degree.
- x) System Monitoring. CE Broker will monitor the transmission and receipt of all licensure data culled from third-party licensing entities and alert Client within forty-eight (48) hours by e-mail of any outages of or disruptions to the Services due to unavailability or limited availability of third-party data or systems.
- xi) EverCheck Wallet. CE Broker shall provide a mobile and web application ("EverCheck Wallet") allowing Applicants and Employees to upload LCRs using a personal EverCheck Wallet account. Applicants will see the LCRs required for employment with Client and have the opportunity to submit those LCRs via the EverCheck Wallet application. EverCheck will verify those LCRs which may be electronically verified. Any others will require the user to submit a copy of the LCR, via photograph if using the mobile application or via scanned image if using the web application. A copy of those LCRs is added to the Applicant profile for review and approval by Client. As Employees, users will have the ability to view all LCRs being tracked by employer or submit any missing LCRs based on the LCRs determined as required by Client's employee file. Employee may photograph a copy of the LCR via the mobile application, or upload a copy of the LCR via the web application. The image will queue in the

Pending Credentials Report for review and acceptance by Client. All LCRs will require approval by Client in the Pending Credentials Report before accepted and updated in the Employee profile.

- b) Exclusions. CE Broker offers an exclusions verification service that performs a monthly search of Client's Employees against the List of Excluded Individuals/Entities (LEIE) provided by the Office of Inspector General and GSA's System for Award Management (SAM). This service includes a monthly report of possible name matches between the GSA and SAM exclusion lists and Client's Employees and/or vendor list.
- 2) **Training and Customer Support.** CE Broker will operate and maintain a helpdesk (the "Helpdesk") available to support Client's use of EverCheck HR Monday through Friday, from 8:00 am to 8:00 pm EST, excluding holidays as designated by the State of Florida. CE Broker will also provide training (the "Training") to Client and its designated officers, employees, and/or agents, as set forth below. CE Broker will provide reasonable additional support to Client on an as-needed basis via the Helpdesk. For purposes of clarity, the Helpdesk and Training described in this section are limited to the support of EverCheck HR, and specifically do not include EverCheck Wallet. The Training will include:
 - a) Access to the EverCheck digital knowledge center containing training materials and FAQ's;
 - b) Two (2) virtual training sessions per month for users of EverCheck HR as needed and upon request; and
 - c) Email support via support@evercheck.com or support@evercheckwallet.com.

If CE Broker materially changes the functionality of, or Client's interface with, the Software, Services, or Deliverables during term of this Statement of Work, CE Broker will update training materials available on its knowledge center.

- 3) **Pricing.** CE Broker shall invoice Client, as provided in the Agreement, for the Services and Deliverables described herein based on the total number of unique profiles existing in the Software at any point during each calendar month. Service fees are billed monthly and will not be pro-rated on account of any partial month, if any, of Service. Notwithstanding the foregoing, regardless of the number of profiles existing in the Software over the course of each month, CE Broker shall invoice Client a minimum total amount of \$200 per month.
- a) EverCheck HR. CE Broker will invoice Client effective as of the first day of the month in which Services are commenced, based on the total number of unique profiles in the Software at any point during each calendar month. Price: \$0.85 per profile per month.
- b) Manual Verifications. CE Broker provides the option of outsourcing any verifications that cannot be automated and must be performed manually. Through this manual process, LCRs that cannot be monitored through CE Broker's proprietary Software shall be manually verified at the frequency specified by the Client in writing. Price: \$5 per manual verification performed during each calendar month.
- c) Exclusions Verifications. Price: \$0.10 per record, licensed or unlicensed, verified during each calendar month.

- d) Licensing Entity Verification Fees. CE Broker, without any surcharge, will pass through any fees as imposed by an individual licensing entity for accessing the data pertaining to the verification of the Client's Employees and Applicants.
- e) Change Orders. As set forth in the Agreement, Client will be billed at the agreed rate for any Change Orders. The Parties acknowledge and agree that administrative or any other requests for changes to the billing, invoicing, management or structure of the Services including, without limitation, merging, transferring or linking accounts by, through, or among Client and/or any third-parties or Affiliates as a result of merger, acquisition, restructuring, sale or otherwise, or requests for in-person training, shall be considered a Change Order and subject to additional fees and travel costs, as applicable.
- 4) **Changes to Services.** Any changes to this Statement of Work or the terms therein shall only be valid if duly executed in writing by both Parties, in accordance with the requirements of the Agreement.

IN WITNESS WHEREOF the Parties have signed this Statement of Work by their duly authorized representatives on the date set forth below.

CE BROKER, INC.

By: 

Title: CAO & Counsel

Date: 4/30/2021

The County of Monterey on behalf of
NATIVIDAD MEDICAL CENTER

By: _____

Title: _____

Date: _____

Reviewed and approved as to form.


Deputy County Counsel
May 6, 2021

EXHIBIT B

Justification for Exemption to Auto Insurance Requirements

Both Client and CE Broker agree that because there is no driving associated with providing the services as per this Agreement and its Scope of Services, CE Broker is not required to comply with the auto insurance requirements as stated herein.

Should the scope of services change at any time during the term of this Agreement, this exemption may be revoked.