



MASTER SERVICE AGREEMENT (MSA)

NOTICE: MEMBERS MAY HAVE ADDITIONAL OBLIGATIONS TO SUPPLIER UNDER THIS SEPARATE, INDIVIDUAL END USER AGREEMENT WITH SUPPLIER (COLLECTIVELY, THE “END USER AGREEMENT”), THAT ARE NOT SPECIFICALLY COVERED OR CONTEMPLATED BY THE PRODUCT SUPPLIER AGREEMENT BETWEEN SUPPLIER AND VIZIENT SUPPLY, LLC (THE “VIZIENT AGREEMENT”), TO WHICH THIS END USER AGREEMENT IS ATTACHED. PLEASE NOTE THAT (I) VIZIENT HAS NOT NEGOTIATED OR APPROVED THE TERMS OF THIS END USER AGREEMENT AND (II) MEMBERS HAVE THE ABILITY TO NEGOTIATE THE TERMS OF SUCH END USER AGREEMENT LOCALLY TO SUIT THEIR SPECIFIC NEEDS. MEMBERS SHOULD BE AWARE THERE MAY BE INCONSISTENCIES BETWEEN THE TERMS OF THE VIZIENT AGREEMENT AND THIS END USER AGREEMENT. AS SUCH, EACH MEMBER MAY WANT TO CONSIDER RETAINING ITS OWN LEGAL COUNSEL WHEN NEGOTIATING AND/OR ENTERING INTO THIS END USER AGREEMENT.

THIS AGREEMENT (the “Agreement”) is made and entered effective the 1st day of January 2026 (“Effective Date”), by and between County of Monterey, for services at **Natividad Medical Center** (“Member” or “Client”), and HPC International, Inc. (dba **HPC**), an Illinois company (“HPC” or “Supplier”). Member and HPC are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. This Agreement is subject to the Product Supplier Agreement between Vizient Supply, LLC (“Vizient”) and HPC (the “Vizient Agreement”). Notwithstanding anything to the contrary in this Agreement, or in any order acknowledgement, instrument, correspondence or other terms or conditions provided, presented or submitted, from time to time, by HPC or its representatives to, or executed by, any Member (any of the foregoing, “HPC’s Other Terms”), HPC hereby expressly agrees and acknowledges that none of the rights and remedies of Members, or the obligations and liabilities of HPC, contained in the Vizient Agreement shall be reduced, eliminated, superseded or otherwise affected by any of the terms, conditions, limitations, disclaimers, restrictions or other provisions set forth in this Agreement or in any of HPC’s Other Terms.

WHEREAS, Member and HPC are entering into this certain Supplier Agreement which is further identified as Supplier contract number NMC-LMS-2026-VIZ (as may be amended from time-to-time, the “Agreement”); and

WHEREAS, the Parties create this Agreement pursuant to the terms, covenants and conditions set forth herein as it pertains to the specific products and services (the “Products & Services”) which are further described in Vizient Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same meanings as those defined in the Vizient Agreement BP0120.
2. Term and Termination.
 - A. Term. This Agreement shall have an initial term of three (3) years beginning on January 1, 2026 and expiring on December 31, 2028 (the “Initial Term”). Parties may extend via written amendment signed by both parties.
 - B. Without Cause Termination. After the Initial Term, either Party may terminate this Agreement at any time, with or without cause, by delivering not less than one hundred twenty (120) days’ prior written notice thereof to the other Party.

In the event this Agreement is terminated, Member is responsible for paying to HPC all Product Charges and Service Fees earned through the effective date of termination, including the full 12-month Annual Service Fee for the current year of service for **HPCLibrarian** and a prorated Shared Savings Fee, if applicable, for the portion of the current year that has been completed if savings are reported year-to-date as compared to the same time period during the previous year period. Full payment of all earned and invoiced revenue through the date of termination is due to HPC prior to the termination becoming effective.

In the event the source of funding for HPC's services is covered through local, state or federal government funds and in the event those funds become unavailable to Client (i.e. a non-appropriation of funds), this Agreement may be immediately terminated by Client without advance notice to HPC, provided that full payment to HPC is made for all services rendered and already performed through the date of immediate termination. Failure to pay or delayed payment to HPC for services rendered will be considered unacceptable and a material breach of this Agreement, and HPC reserves the right to take legal action against the Client to recoup any outstanding balance due.

- C. Termination of Prior Agreement. HPC and Client previously entered into a service agreement effective May 1, 2022 (the "Prior Agreement"). HPC and Client wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this Agreement. Therefore, as the Effective Date of this Agreement, HPC and Client agree that the Prior Agreement is unconditionally terminated in its entirety and shall have no further force and effect.
3. Payment Terms. Payment terms are Net-30 from when the County of Monterey Auditors Office receives the invoice certified for payment by Natividad. Payments may be made via check.
 - A. Client agrees to provide HPC with their completed and signed w-9 form, their completed HPC New Customer Form, and, if applicable, their tax exemption certificate.
 - B.
4. Non-Payment or Insolvency of a Member. In the event that a Member fails to pay Supplier for Products, becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or goes into liquidation, or if proceedings are initiated for the purpose of having a receiving order or winding up order made against a Member, or if a Member applies to the courts for protection from its creditors, then this Agreement shall not terminate, but HPC shall have the right to discontinue the sale of Products and Services to that Member and to seek the full collection by any means necessary of all unpaid outstanding invoices due to HPC for services rendered.
5. Miscellaneous.
 - A. Deliverables vary by service, as described in detail in EXHIBIT 1 (**HPCLibrarian**).
 - B. Member and HPC each represent and warrant to the other that the person signing this Agreement on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.
 - C. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.
 - D. Any changes to this Agreement, the Exhibits and/or the Attachments must be made in writing after mutual agreement of the Parties.
 - E. A waiver of any breach of this Agreement of any of the terms or conditions by either Party thereto shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof; no waiver shall be valid or binding unless in writing and signed by all Parties.

6. Independent Contractors. For the purposes of this Agreement, the Parties are acting as independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither Party has any authority to act as agent for, or on behalf of, the other Party, or to represent or bind the other Party, in any manner without its prior written consent. Member shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of HPC, and likewise HPC shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Member. Confidentiality and Proprietary Information. The Parties mutually agree that all knowledge and information regarding and related to the products, services, processes, terms and deliverables under this Agreement are proprietary and/or confidential in nature. Each party forever agrees not to use the confidential/proprietary information disclosed to it by the other party for its own use or for any other purpose except to carry out this Agreement, and each party forever agrees not to disclose such information to any unauthorized party, individual, agency, entity or medium without the express written consent of the other party. HPC considers its specialized training of its employees, the operational processes it has developed, the technological systems it has created, the deliverables of its services, the customized reporting it provides, and the services it offers as the exclusive proprietary and confidential information of HPC. During the Term of this Agreement, including any extensions thereof, neither party shall knowingly recruit, solicit, employ, provide internship to, promise to hire, or hire any of the other party's employees assigned to this project or assigned to HPC's HPCLibrarian division(s) for the duration of this Agreement and for an additional two years thereafter. Confidential information of the Parties does not include information that is or becomes publicly known or available as a result of Member's proper compliance with the California Public Records Act.

7. Governing Law. This Agreement shall be governed by the laws of the State of California.

Any controversy or claim arising out of this Agreement or the breach thereof shall be settled with the sole and exclusive courts and under the jurisdiction of the State of Illinois within the United States of America unless otherwise agreed by the Parties.

8. 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.

9. Indemnity. HPC shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the HPC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "HPC's performance" includes HPC's action or inaction and the action or inaction of HPC's officers, employees, agents and subcontractors.

10. Insurance.

- A. Evidence of Coverage. Prior to commencement of this Agreement, HPC 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.
- B. 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.
- C. Insurance Coverage Requirements: Without limiting HPC's duty to indemnify, HPC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
- i. 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.
 - ii. Workers' Compensation Insurance - If HPC employs others 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
- D. Other 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 HPC completes its performance of services under this Agreement.

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 HPC 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 policy 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 HPC'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 Client, HPC shall file certificates of insurance with Client's Contracts/Purchasing Department, showing that the HPC has in effect the insurance required by this Agreement. The HPC shall file a new or amended certificate of insurance within five (5) 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.

HPC 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 HPC and HPC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by HPC to maintain such insurance is a default of this Agreement, which entitles Client, at its sole discretion, to terminate the Agreement immediately.

IN WITNESS WHEREOF, the Parties have created this Agreement to be signed by their duly authorized officers to be effective as of the Effective Date.

County of Monterey on behalf of Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906
(831) 755-4111

By: _____
Name: _____
Title: _____
Date: _____

HPC INTERNATIONAL, INC.
5261-A Fountain Drive
Crown Point, IN 46307
(219) 922-4868

By: Megan Lippert
Name: Megan Lippert
Title: Executive Vice President
Date: 9/26/2025

Reviewed and Approved as to legal provisions

Signed by:

696D21D44C4341D...
10/8/2025 | 2:28 PM PDT

Chief Deputy

Reviewed and Approved as to fiscal Provisions

DocuSigned by:

E79EF64E57454F6...
10/9/2025 | 7:35 AM PDT

Auditor Controller Analyst I

EXHIBIT 1
HPCLibrarian

Service Description:

HPCLibrarian solution also known as HPC’s Library Management Service or “LMS” is an on-demand library and research service that works like hiring a virtual medical librarian, providing support to staff to manage the library’s budget and subscription expenses, making purchasing decisions, overseeing subscription renewals, promotion of library resources and services available, and providing on-demand research assistance. HPC’s team of librarians manages your individual or institutional library, oversees library subscription renewals, negotiates the costs of library resources, and provides research support for clinical staff to fuel evidence-based practice and ensure you remain in compliance with healthcare accreditation guidelines and professional development requirements. **HPC**Librarian can provide additional support to your existing librarian team or it can fully transition all librarian responsibilities, research training and support, budgeting, and library operations under the HPC umbrella of oversight that’s powered by the HPC S.M.A.R.T. Hub and run by HPC’s dedicated personal librarian team.

There are three core service areas for managing any medical library, and HPC offers all three in an “a la carte” format. Members choose the areas of support they need, and HPC customizes service to fit each Member’s unique educational needs and library goals.

Select the areas of support you need.

- ☒ (1) collection development, subscription management and library budget oversight
- ☐ (2) build a brand new custom virtual online library or utilize HPC’s S.M.A.R.T. Hub Librarian portal
- ☒ (3) update an existing library webpage, and then review monthly to update content and share news or changes to ensure the site remains current and accurate
- ☒ (4) day-to-day on-demand research support, literature searches, article requests, general librarian support, InterLibrary Loan (ILL,Docline) document delivery requests and management of other library inquiries from staff, residents and other patrons by a masters trained medical (or other specialty) librarian
- ☐ (5) other, please describe: _____

Description of Member’s locations that will be provided access to HPC’s LMS services.
Please list each location separately.

Definitions:

1. Subscription: Any resource made available through the library, including (but not limited to) medical journals, e-books, newspapers, databases, copyright protection subscriptions, patient education platforms, online clinical education programs, textbooks, study aids and non-clinical subscriptions. **The cost of subscriptions is in addition to the cost of HPC’s service.**

2. Library Spend: Library Spend is the total dollar amount of purchases, expenditures and operational costs associated with the library during a full 12-month period, including but not limited to: subscription fees, license fees, any applicable late payment or penalty fees, print collection costs, real estate costs of maintaining a physical library space, library audit

fees, library staff compensation and benefits, outsourced professional library management services, travel expenses, and the cost of the library web portal, and software licenses.

3. **Annual Savings:** Defined as: *[Last Year Library Spend – Current Year Library Spend] = Annual Savings*

Member Responsibilities:

Upon the execution of this Agreement, Member agrees to attend regular meetings with HPC to review HPC’s performance of the services under this Agreement.

HPC Responsibilities:

Upon the execution of this Agreement, HPC agrees to schedule regular meetings with Member to review its performance of the services under this Agreement.

HPC Librarian Service Fee:

Client’s annual pricing is outlined below.

- | | |
|--|--------------------|
| • Year 1 (1/1/2026 – 12/31/2026): \$63,240 | Due Date: 1/1/2026 |
| • Year 2 (1/1/2027 – 12/31/2027): \$64,505 | Due Date: 1/1/2027 |
| • Year 3 (1/1/2028 – 12/31/2028): \$65,795 | Due Date: 1/1/2028 |

*Amount for the Initial Term of this Agreement shall not exceed \$193,540, as outlined above.

*Annual Service Fees are due at the start of the service period.

The annual service fee outlined in our agreement is based on the initial scope of responsibilities agreed upon by Client and HPC and is intended to cover an average of 10-12 hours HPC support each week. The agreement as outlined will cover a yearly max of up to 624 hours of support. HPC anticipates spending 20-25% of these hours on managing the library’s subscription collection, annual renewals, and vendor correspondence; 50-60% on on-demand research support and assistance; 5-10% on the virtual library web portal maintenance and periodic updates; and the remaining 10-15% on CME program support. In the event Client requires additional HPC support over and above 624 hours per year, or in the event the scope of HPC’s assigned responsibilities grow beyond what was anticipated, Client can, at its option, pre-approve additional support time and HPC will bill client according to the price schedule outlined in Vizient supplier agreement #BP0120 for additional hours of support over the initial 624 hours per year.

Client’s Billing Preference:

HPC will invoice Client in lump-sum annual installments prior to the start of each annual service period, and the Annual Service Fees shall be due on or before the due dates outlined above.

HPC MLL Member _____