



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14570

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an non-standard agreement with Wolters Kluwer Health Inc. for subscriptions licenses and maintenance support services for Nurse Education at NMC for an amount not to exceed \$204,782 with an agreement term December 10, 2019 through December 9, 2023 and;
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard language and provision within the agreement.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-424
Agenda Item No.: 41

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

WOLTERS KLUWER HEALTH, INC.**MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement (the “Agreement”) is entered into as of December 10, 2019 (the “Effective Date”) by and between Wolters Kluwer Health, Inc. (“WKH”), a Delaware corporation, and between the County of Monterey, a political subdivision of the State of California (hereinafter, “the County”), on behalf of Natividad Medical Center (“Natividad”), a general acute care teaching hospital wholly owned and operated by the County (“Subscriber”).

1. **Definitions.** For purposes of this Agreement, in addition to the terms defined elsewhere herein and in the applicable Order, the following capitalized terms have the definitions set forth below:

1.1. “Access Codes” means unique identification numbers that each allow one Authorized User to access the applicable Online Tools.

1.2. “Authorized Facilities” means the specific facilities at the geographic locations (by address) designated in the applicable Order.

1.3. “Authorized Users” means individual users of Subscriber who are authorized to access the Online Tools licensed hereunder in accordance with the following, as applicable based on Subscriber’s entity type, which is specified in the applicable Order:

- Corporate Market: employees of Subscriber and independent contractors of Subscriber who are bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contractors are accessing the Online Tools in accordance with the Permitted Use.
- Academic Institution: currently Enrolled Students, faculty, and staff, solely to the extent such Enrolled Students, faculty and staff are accessing the Online Tools in accordance with the Permitted Use.
- Medical Service Provider: Healthcare Professionals employed by Subscriber and independent contractors of Subscriber who are bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contracts are accessing the Online Tools in accordance with the Permitted Use.

Any individuals users of institutions, associations or organizations (i) related or affiliated with Subscriber, or (ii) acquired by or merged with Subscriber during the term of this Agreement, will not be deemed “Authorized Users” without WKH’s express written consent or unless expressly provided for in the applicable Order.

1.4. “Content” means the medical, nursing, drug information and other related content, including without limitation, any concepts, data, recommendations, instructions, alternatives, methods, techniques, procedures or other information supplied by WKH hereunder and made available through the Online Tools. Content may include Third Party Material.

1.5. “Enrolled Student” means a student enrolled in the applicable Academic Institution in the applicable academic year.

1.6. “Full-Time Equivalent (FTE)” means the following, as applicable based on Subscriber’s entity type, which is specified in the applicable Order:

- Corporate Market: the full-time equivalent of the number of individuals employed by Subscriber and independent contractors who provide services for Subscriber, whether employed or contracted on a full-time or part-time basis.
- Medical Service Provider: the full-time equivalent of the number of Healthcare Professionals and other individuals employed by Subscriber and independent contractors who provide services for Subscriber, whether employed or contracted on a full-time or a part-time basis.

1.7. “Healthcare Professional” means any and all health care professionals, including without limitation, physicians, physician’s assistants, nurses, registered nurses, nurse practitioners and other nursing professional and pharmacists.

1.8. “License Cap” means, if applicable and as set forth on the applicable Order, either (i) the maximum number of Authorized Users licensed to access the applicable Online Tools, or (ii) the maximum number of Access Codes that Subscriber is licensed to distribute to its Authorized Users for access to the applicable Online Tools.

1.9. “License Count” means, if applicable and as set forth on the applicable Order, the metric used to calculate the Subscription Fees, including, without limitation, Enrolled Students, Licensed Beds, FTEs, or Access Codes, as applicable.

1.10. “Licensed Beds” means patient beds that Subscriber is licensed (by an applicable governing authority) to operate at the Authorized Facilities (without regard to the number of beds actually located at the Authorized Facilities or available for patient care).

1.11. “License Fee” means the fees for the Online Tools, as specified in the applicable Order, including any Perpetual Access Fees and any Subscription Fees.

1.12. “LMS” means a learning management system licensed from a third party provider.

1.13. “Online Tools” means the Content, the online application software and platforms through which such Content is made available to Subscriber, and any related services, software, or other solutions provided by WKH, as set forth on the applicable Order. Online Tools do not include an LMS licensed from a third party provider.

1.14. “Order” means the order for licensing of the Online Tools that WKH and Subscriber may enter into hereunder from time to time.

1.15. “Permitted Use” means the purposes for which Subscriber’s Authorized Users may use the Online Tools, which, unless otherwise specified in the applicable Order, will be as follows based on Subscriber’s entity type, as specified in the applicable Order:

- Corporate Market: internal business purposes.
- Academic Institution: educational and research (i.e., non-commercial) purposes.
- Medical Service Provider: professional and related administrative work.

The term “Permitted Use” also includes any relevant terms and conditions applicable to Authorized Users included in the terms and conditions governing access to and use of the applicable platforms for the Online Tools.

1.16. “Perpetual Access Basis” means the license type for the applicable Online Tools designated in the Order as ‘Perpetual Access,’ if any, whereby Subscriber pays a Perpetual Access Fee to WKH and Subscriber is granted the right to have its Authorized Users access and use the applicable Online Tools on a perpetual basis in accordance with Section 2.2. Online Tools are only available on a Perpetual Access Basis if specifically so indicated on the applicable Order.

1.17. “Perpetual Access Fees” means the fees paid by Subscriber to WKH for access to the Online Tools licensed on a Perpetual Access Basis, based on the Subscriber’s License Count, as set forth on the applicable Order.

1.18. “Subscription Basis” means the license type for the applicable Online Tools designated in the applicable Order as ‘Subscription,’ if any, whereby Subscriber pays a Subscription Fee to WKH and Subscriber is granted the right to have its Authorized Users access and use the applicable Online Tools for the duration of the Subscription Term in accordance with Section 2.1.

1.19. “Subscription Fee” means the fees paid by Subscriber to WKH for access to the Online Tools licensed on a Subscription Basis during the Subscription Term, based on the Subscriber’s License Count as set forth on the applicable Order.

1.20. “Subscription Term” means one (1) year from the date of initial access to the Online Tools, unless otherwise specified in the applicable Order.

1.21. “Third Party Material” means any content and software supplied or licensed to WKH by third parties and made available as part of the Online Tools. Third Party Material does not include an LMS licensed from a third party provider.

2. License and Access to the Online Tools.

2.1. Subscription License. For Online Tools to be licensed to Subscriber on a Subscription Basis as set forth in the applicable Order, WKH grants to Subscriber, in conjunction with such Order, the non-transferable, nonexclusive, limited license to allow its Authorized Users (subject to the License Cap, if any) to access and use the Online Tools during the applicable Subscription Term, in accordance with Section 2.3, for the Permitted Use, subject to the terms and conditions of this Agreement.

2.2. Perpetual Access License. For Online Tools to be licensed to Subscriber on a Perpetual Access Basis as set forth in the applicable Order, WKH grants to Subscriber, in conjunction with such Order, the non-transferable (except as set forth herein), nonexclusive, limited, perpetual (except as set forth herein) license to allow its Authorized Users (subject to the License Cap, if any) to access and use the Online Tools, in accordance with Section 2.3, for the Permitted Use, subject to the terms and conditions of this Agreement.

2.3. Access to and Use of the Online Tools. Except as set forth herein or in the applicable Order, access to and use of the Online Tools is permitted only through the method(s) and/or platform(s) identified on the Order.

2.3.1. If Subscriber will access and use the Online Tools through an LMS, then such access and use shall also be governed by the terms of Exhibit 1 attached hereto.

2.3.2. Subscriber agrees that the Access Codes, passwords or other authentication method(s) are valid and may be used only in the countries identified on the Order.

2.3.3. In order for WKH to make access available through Internet Protocol address validation, Subscriber must first provide the technical and other information required on the applicable Order. For Online Tools access through Internet Protocol address verification, Subscriber and its Authorized Users will be permitted to access and use such Online Tools solely from the Authorized Facilities. Notwithstanding the foregoing, for certain Online Tools, as specified in the applicable Order, Subscriber may elect to use proxy servers to allow Authorized Users to access the Online Tools remotely through the Authorized Facilities. If Subscriber elects to provide such remote access, Subscriber will strictly limit such access only to Authorized Users and in accordance with the License Cap, if any, through a secure method of user verification.

2.3.4. Subscriber will immediately notify WKH if it believes unauthorized access has occurred and take reasonable steps to block future unauthorized access.

2.4. Availability and Functionality.

2.4.1. WKH will use commercially reasonable efforts to provide access to the Online Tools on a 24 x 7 basis, subject to (i) downtime for maintenance (both scheduled and unscheduled); (ii) problems affecting WKH's connection to the Internet; (iii) general connectivity issues; and (iv) issues associated with access to or use of the Online Tools through an LMS. In addition, as a consequence of factors affecting the availability and/or transmission of the Online Tools that are beyond WKH's control, WKH will not guarantee performance of the Online Tools through the Internet, other transmission modes, or an LMS.

2.4.2. The Online Tools will (i) allow for an administrator of the Subscriber (who must be an Authorized User) to assign courses to other Authorized Users and (ii) store within the Online Tools the results of each course assigned by the administrator, provided that neither third party courses nor their results can be loaded into the Online Tools or onto any platform upon which the Online Tools are accessed.

2.5. Third Party Material. Additional terms and conditions may apply to Subscriber's use of Third Party Material. Such additional terms and conditions, if any, shall be made available to Subscriber. In the event of changes in the terms applicable to such material, WKH reserves the right to terminate access to such material, remove such

material from the Online Tools, modify the Third Party Material accessible hereunder, or add additional terms and conditions applicable to such material, in each case effective immediately upon notice being made reasonably available to Subscriber. In the event of any conflict between the terms hereof and the terms governing the Third Party Material, the terms governing the Third Party Material shall control. WKH grants no right or license to Subscriber to access or use any Third Party Material through an LMS and makes no representation or warranty to Subscriber that Subscriber has any right to access or use any Third Party Material through an LMS.

2.6. Updates and Discontinuation. WKH may update, modify or replace the Online Tools, including any Content available therein, from time to time. WKH reserves the right to discontinue offering access to an Online Tool, or a portion thereof, through any or all platforms at any time for any reason. WKH will use commercially reasonable efforts to provide at least thirty (30) days' notice of any such discontinuation. In the event that WKH elects to discontinue offering such access to an entire Online Tool, (i) for Online Tools licensed on a Subscription Basis, the unused prorated portion of any Subscription Fees applicable to such Online Tool will be refunded to Subscriber; and (ii) for Online Tools licensed on a Perpetual Access Basis, WKH will provide Subscriber, upon request, with an electronic copy of the applicable Content subject to Subscriber's payment of a media, fulfillment and/or delivery fee and Subscriber's execution of an additional agreement. If Subscriber is permitted to access and use the Online Tools through an LMS, Subscriber shall be solely responsible for complying with the terms of Exhibit 1 relating to updating and/or discontinuation of Content.

3. Proprietary Rights and Use Restrictions.

3.1. Proprietary Rights. No provision of this Agreement conveys any ownership interest to Subscriber in or to any of the Online Tools or any Content therein, in whole or in part, and, except for the express licenses herein, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by WKH, its affiliates and/or licensors of Third Party Material, all rights reserved.

3.2. Additional Terms. Access to and/or use of the Online Tools by Subscriber's Authorized Users may be subject to and require acceptance by each Authorized User of additional terms and conditions, including (i) terms and conditions governing access to and use of the applicable platforms, and (ii) terms and conditions governing use of any Third Party Material that may be incorporated into the Online Tools, as made available by WKH from time to time, in electronic or print form.

3.3. Enforcement of Rights. Subscriber hereby grants to WKH, its affiliates and/or licensors the right to enforce or assert on their own behalf the provisions of this Agreement.

3.4. Responsibility for Authorized Users.

3.4.1. Subscriber shall control access to the Online Tools so as to limit access solely to its Authorized Users and in accordance with the License Cap, if any. In no event shall Subscriber provide access to any unauthorized users or to any Authorized Users in violation of an applicable License Cap.

3.4.2. Subscriber shall be responsible for (i) all uses of the Online Tools by Authorized Users in accordance with (a) the terms hereof, (b) the terms of access and use for the platforms as set forth in the terms and conditions available online in conjunction with the Online Tools, (c) where applicable, the terms and conditions in Exhibit 1 for use of the Online Tools through an LMS, and (d) any and all other terms, conditions, and restrictions provided by WKH, from time to time; and (ii) the confidentiality and security of the Access Codes, passwords or other authentication issued to Subscriber by WKH, if any.

3.4.3. Subscriber shall ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Online Tools.

3.4.4. Subscriber shall report any breach of this Agreement to WKH promptly (but in no event later than five (5) business days) after becoming aware of the facts or circumstances constituting such breach. Subscriber agrees to promptly notify WKH of, and to provide full cooperation and assistance to WKH with any investigation of, any Authorized User's potential violation of the terms, conditions, or restrictions referenced herein.

3.4.5. Subscriber shall indemnify WKH, its officers, directors, employees, contractors and agents for all liability resulting from (i) use of the Online Tools by Authorized Users other than in accordance with terms, conditions, or restrictions set forth in this Agreement; or (ii) use of the Online Tools by users other than Subscriber's Authorized Users as a result of Subscriber's failure to maintain the confidentiality or security of Access Codes, passwords or other authentication in accordance with this Agreement; provided however, that Subscriber will not be required to indemnify WKH for any charges against any Access Codes, passwords or other authentication that are lost or stolen if Subscriber has provided WKH with prompt notice to such effect.

3.5. Restrictions on Use. Subscriber shall not, and shall ensure that its Authorized Users shall not (i) use, or permit the use of the Online Tools except in accordance with the terms of this Agreement; (ii) download or print in whole or in substantial part the Online Tools; (iii) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive or alter any source code of the Online Tools or any underlying software; (iv) copy or permit the copying of the Online Tools, other than copying in accordance with the Permitted Use; (v) use the Online Tools to provide service bureau, time sharing, or similar services to third parties; (vi) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Online Tools; (vii) permit access to the Online Tools to any person except for Authorized Users; or (viii) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Online Tools. Redistribution of the Online Tools for any purpose is strictly prohibited.

4. Term.

4.1 The term of this Agreement will commence as of the Effective Date and continues in effect, unless earlier terminated as provided for below, while any Order hereunder remains in effect. If no Order hereunder is in effect, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. This Agreement is of no force or effect until signed by both WHK and Natividad and with Natividad signing last and WKH may not commence work before Natividad signs this Agreement.

4.2 Subject to earlier termination in accordance with Section 5, (i) with respect to any Online Tools licensed on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Online Tools licensed on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

5. Termination.

5.1. Termination for Material Breach. Either party (the "Non-Breaching Party") shall have the right to terminate this Agreement and/or any Order by written notice to other party (the "Breaching Party") if the Breaching Party materially breaches any term of this Agreement and such breach or default is not cured to the Non-Breaching Party's reasonable satisfaction within fifteen(15) business days of such notice; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement and/or any Order in the event of any breach by the Breaching Party that cannot be cured within such fifteen(15) business day cure period.

5.2. Termination for Non-Payment; Enforcement Costs. If any payment due from Subscriber hereunder is not paid in full when due, WKH shall have the right to terminate this Agreement and/or any Order upon fifteen (15) business days' written notice to Subscriber. Subscriber agrees to pay all costs and expenses incurred by WKH, including costs of collection and attorneys' fees, as a result of enforcing the terms of this Agreement.

5.3. Effect of Expiration or Termination. Upon expiration or termination of any Order for any reason, all rights granted to Subscriber hereunder or under the applicable Order shall terminate, and WKH shall have the right to deny or block all access to the applicable the Online Tools and to invalidate any Access Codes, passwords, Internet Protocol address validation, or other authentication method. Upon expiration or termination of any Order for any reason, Subscriber shall immediately cease all use of the applicable the Online Tools, take such steps as are necessary to prohibit further use of the applicable the Online Tools by Authorized Users, and furnish a written description of the steps taken if requested by WKH.

5.4. Survival. The obligations and rights of the parties pursuant to Articles 1, 3, 6, 7, 8, 9, 10, and 11 and Sections 5.3, and 5.4 hereof, Exhibit 1 (where applicable), and any other provisions that by their nature should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

5.5. Subscriber is a political subdivision of the State of California. Subscriber shall have the right, upon the failure of the Monterey County Board of Supervisors to appropriate finances to meet the terms and obligations herein, to terminate this Agreement as of the effective date of such lack of fiscal funding (the "Termination Date"). Subscriber shall (i) give WKH notice of the exercise of such option immediately upon Subscriber's receipt of notice of such non-appropriation but in no event later than thirty (30) days prior to the Termination Date, (ii) provide WKH with written evidence of such non-appropriation, and (iii) pay all amounts due under this Agreement through and including the Termination Date. Upon satisfaction of all of the foregoing conditions, this Agreement shall forthwith terminate.

6. **Fees.**

6.1. **Subscription Fees.** With respect to Online Tools licensed on a Subscription Basis, Subscriber shall pay the Subscription Fee specified in the Order at the beginning of the Subscription Term, in advance, within forty-five (45) days of receipt of WKH's (or its authorized agent's) invoice. The Subscription Fees payable by Subscriber for the years set forth on the Order Forms will be as specified in the Order Forms and, thereafter, may not be adjusted annually for any of the years set forth on the Order Forms. Subject to Subscriber's obligation to pay the annual Subscription Fees set forth on the Order Forms, Subscriber does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Subscription Fees for any subsequent Subscription Terms will be mutually agreed by the parties and will not be binding on Subscriber unless Subscriber has agreed to such Subscription Fees on an Order Form..

6.2.

6.3. **Perpetual Access Fees.** With respect to Online Tools licensed on a Perpetual Access Basis, Subscriber shall pay the Perpetual Access Fees specified in the Order within forty-five (45) days of receipt of WKH's (or its authorized agent's) invoice. **Adjustment for Changes.** No later than thirty (30) days following any changes with respect to the information contained in the applicable Order, Subscriber shall update the information contained in the applicable Order by notice of such changes to WKH, including, without limitation, any changes to the applicable License Count (i.e. FTEs, Enrolled Students, or Licensed Beds), or any additional facilities acquired that should be listed as Authorized Facilities. In the event that the total License Count at such date differs from the number specified in the Order, the Subscription Fees shall be adjusted, in accordance with WKH's then-current pricing. In the event that Subscriber fails to provide such updated information, WKH reserves the right to charge Subscriber additional fees to cover any period of underpayment by Subscriber.

6.4. **Late Payments.** If any amounts owed by Subscriber hereunder are not paid when due, WKH (or its authorized agent) may terminate access to the relevant Online Tools until such payment is made in full by Subscriber.

6.5. **Taxes.** Unless Subscriber provides proof of tax-exempt status (e.g., a written exemption certificate), Subscriber shall pay all sales, use, value-added and similar taxes assessed upon the license and other transactions hereunder, excluding taxes based on WKH's net income. If Subscriber is tax-exempt, Subscriber shall provide its tax-exempt certificate to WKH upon execution of this Agreement and/or an applicable Order hereunder.

7. **Limited Warranties.**

7.1. THE ONLINE TOOLS, INCLUDING ANY CONTENT THEREIN, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, ARE FURNISHED BY WKH, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SUBSCRIBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WKH, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ONLINE TOOLS, INCLUDING ANY CONTENT THEREIN, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ONLINE TOOLS, THE CONTENT, OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

7.2. WKH, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ONLINE TOOLS OR CONTENT THAT ARE MODIFIED OR ALTERED BY SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, OR (II) AVAILABILITY OF, ACCESS TO OR USE OF ONLINE TOOLS OR CONTENT THROUGH A THIRD PARTY PLATFORM OR SERVER.

7.3. NO WKH EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

7.4. SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO THE ONLINE TOOLS, AND THE CONTENT THEREIN MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT WKH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.5. THE ONLINE TOOLS (INCLUDING THE CONTENT THEREIN) ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE SUBSCRIBERS' HEALTHCARE PROFESSIONALS' EXAMINATION OF AND JUDGMENT REGARDING EACH PATIENT AND CONSIDERATION OF, AMONG OTHER THINGS, AGE, WEIGHT, GENDER, CURRENT OR PRIOR MEDICAL CONDITIONS, MEDICATION HISTORY, LABORATORY DATA AND OTHER FACTORS UNIQUE TO THE PATIENT. WHILE THE ONLINE TOOLS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, THE ONLINE TOOLS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE HEALTHCARE PROFESSIONAL TO REACH DIAGNOSTIC AND TREATMENT DECISIONS, BEARING IN MIND THAT INDIVIDUAL AND UNIQUE CIRCUMSTANCES MAY LEAD THE SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) TO REACH DECISIONS NOT REPRESENTED IN THE ONLINE TOOLS. SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) SHOULD EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT SPECIFIC INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY ONLINE TOOLS. NO REFERENCED OR SUGGESTED TEST, PROCEDURE OR RESPONSIVE ACTION SHOULD BE DIRECTED OR UNDERTAKEN UNLESS, IN THE SUBSCRIBER'S (AND ITS HEALTHCARE PROFESSIONALS') PROFESSIONAL JUDGMENT, ITS USE IS MEDICALLY APPROPRIATE FOR THE INDIVIDUAL PATIENT IN THE PARTICULAR CIRCUMSTANCES. SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY CONTENT CONTAINED IN THE ONLINE TOOLS, AND SUBSCRIBER'S HEALTHCARE PROFESSIONALS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE ONLINE TOOLS OR THE CONTENT CONTAINED THEREIN BY SUCH HEALTHCARE PROFESSIONAL.

7.6. GIVEN CONTINUOUS, RAPID ADVANCES IN MEDICAL SCIENCE AND HEALTH INFORMATION, INDEPENDENT PROFESSIONAL VERIFICATION OF MEDICAL DIAGNOSES, INDICATIONS, APPROPRIATE PHARMACEUTICAL SELECTIONS AND DOSAGES, AND TREATMENT OPTIONS SHOULD BE MADE BY SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS.

SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING SPECIFICALLY THE MEDICATION MANUFACTURER'S PRODUCT INFORMATION SHEET ("PACKAGE INSERT") TO VERIFY, AMONG OTHER THINGS, CONDITIONS OF USE, WARNINGS AND SIDE EFFECTS AND IDENTIFY ANY CHANGES IN DOSAGE SCHEDULE OR CONTRAINDICATIONS, PARTICULARLY IF THE MEDICATION TO BE ADMINISTERED IS NEW, INFREQUENTLY USED OR HAS A NARROW THERAPEUTIC RANGE

8. **Limitation of Liability.**

8.1. IN NO EVENT SHALL WKH, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO SUBSCRIBER, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR (A) LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENCE FEES UNDER ANY APPLICABLE ORDER PAID BY SUBSCRIBER TO WKH DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY UNDER ANY APPLICABLE ORDER.

8.2. WKH ASSUMES NO RESPONSIBILITY OR LIABILITY RESULTING FROM (I) ANY MODIFICATION OF OR ALTERATION TO ANY ONLINE TOOLS OR CONTENT BY SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, (II) ANY DISABLING OR IMPEDING OF ACCESS TO ANY ONLINE TOOLS OR CONTENT CAUSED BY A THIRD PARTY, OR (III) USE OF ANY ONLINE TOOLS OR CONTENT UPLOADED TO OR ACCESSED THROUGH A THIRD PARTY PLATFORM OR SERVER.

8.3. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WKH ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY INJURY AND/OR DAMAGE TO SUBSCRIBER'S, AUTHORIZED USERS' OR ANY THIRD PARTY'S PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY SUBSCRIBER (OR ANY OF ITS HEALTHCARE PROFESSIONAL) OF ANY OF THE ONLINE TOOLS.

8.4. SUBSCRIBER ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT TO MAKING THE ONLINE TOOLS AVAILABLE UNDER THE TERMS OF THIS AGREEMENT, AND THEREFORE THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. **Indemnification.**

9.1. **WKH Indemnification.** WKH shall indemnify and hold harmless Subscriber and its officers, directors, employees, contractors and agents, from and against any final judgment of liability resulting from any third party claim that the Online Tools (excluding any Third Party Material) infringe upon, violate or misappropriate any third party proprietary U.S. copyright rights, in consequence of the authorized use or possession of the Online Tools, unless such claim arises from and to the extent of (i) the combination or use of the Online Tools, the Content therein, or results derived therefrom with any software, data, information or materials not furnished by WKH; (ii) the use of the Online Tools, the Content therein, or results derived therefrom other than as permitted hereunder; (iii) any modifications to the Online Tools, the Content therein, or results derived therefrom by any individual or entity other than WKH; (iv) any disabling or impeding of access to any Online Tools or Content caused by a party other than WKH; or (v) access to or the use of any Online Tools or Content uploaded or otherwise accessed through a third party platform or server. If the Online Tools become or, in WKH's opinion, may become, the subject of any claim of infringement, then WKH may, in its sole discretion and at its expense, (i) procure the right for Subscriber to continue using the Online Tools; (ii) modify the Online Tools to render them non-infringing; or (iii) replace the Online Tools with reasonably equivalent non-infringing Online Tools, as applicable. If none of the foregoing is

commercially practicable, either party may terminate this Agreement, in which case WKH will refund to Subscriber any prepaid License Fees (which in the case of Subscription Fees, will be prorated based on the number of full months remaining in the Subscription Term as of such termination). THIS SECTION 9.1 SETS FORTH WKH'S ENTIRE LIABILITY, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE ONLINE TOOLS.

9.2. Subscriber Indemnification. Except with respect to third party claims for which Subscriber is entitled to indemnification pursuant to Section 9.1, Subscriber shall defend, indemnify and hold harmless WKH and its affiliates and their respective officers, directors, employees, contractors and agents ("WKH Indemnified Parties"), from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of, connected with, or resulting in any way from third party claims against the WKH Indemnified Parties based on Subscriber's or any Subscriber user's (including any Authorized User's) use or modification of the Online Tools.

9.3. Indemnification Procedures. In the event of a claim subject to indemnification hereunder (a "Claim"), the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the party obligated to provide indemnification hereunder (the "Indemnifying Party") in a timely manner. The Indemnifying Party shall have the right, at its expense, to employ counsel reasonably acceptable to the Indemnified Party to defend the Claim, and to compromise, settle or otherwise dispose of the Claim; provided, however, that no compromise or settlement of any Claim admitting liability of or imposing duties or restrictions upon the Indemnified Party may be effected without the prior written consent of the Indemnified Party. The Indemnified Party will cooperate in such action by making available to the Indemnifying Party, at the Indemnifying Party's expense, records reasonably necessary for the defense of the Claim. If the Indemnifying Party does not avail itself of the opportunity to defend or otherwise dispose of the Claim within thirty (30) days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), the Indemnified Party may investigate, defend, settle or otherwise dispose of the Claim.

10. Confidentiality.

10.1. Confidentiality of the Online Tools. Subscriber acknowledges that the terms of this Agreement, the Online Tools, the Content therein, and the associated platforms are the proprietary property of WKH, its affiliates and its licensors, and that the terms of this Agreement, the processes and methodology used in producing the Online Tools, the Content therein and the associated platforms are valuable trade secrets. Subscriber shall protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means. Subscriber shall not disclose the terms of this Agreement, except as required by law. In the event that Subscriber is compelled by valid legal process to disclose the terms this Agreement to any third party, Subscriber will provide WKH with prompt notice of such legal process and will, if requested by WKH, take reasonable steps to give WKH the opportunity to contest such legal process and/or disclosure before disclosing such information.

10.2. Injunctive Relief. Subscriber acknowledges that any breach of any provision of this Article will cause immediate and irreparable injury to WKH, and in the event of such breach, WKH shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity without the necessity of proving actual damages or the posting of a bond.

11. General Provisions.

11.1. Amendments. Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement.

11.2. Assignment. Subscriber shall not assign this Agreement, nor delegate any of its duties, in whole or in part, without the prior written consent of WKH. In no event shall WKH's consent be construed as discharging or releasing Subscriber in any way from the performance of its obligations under this Agreement. WKH may freely assign this Agreement to any affiliate or successor of WKH or in connection with any sale transaction or change of control transaction involving any of the Online Tools and may delegate its duties, in whole or in part, in each case without any consent of Subscriber. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If

any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

11.3. Compliance with Laws. Subscriber shall comply with all applicable federal, state or provincial, and local laws, rules, and regulations in conjunction with its performance pursuant to this Agreement.

11.4. No Competitive Online Tools. Notwithstanding anything herein to the contrary, under no circumstances shall Subscriber use the Online Tools or information contained therein or results derived therefrom to develop any products or services that could be competitive with the Online Tools or any other products or services provided by WKH or its affiliates.

11.5. Public Disclosures. Neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, WKH will have the right to issue public statements pertaining to the existence of the business relationship between WKH and Subscriber, including the right to limited use of Subscriber's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials. WKH will not claim Subscriber's endorsement of WKH's Online Tools or services without Subscriber's prior written consent.

11.6. Audit. During normal business hours, at its own cost, WKH or its designated representative may audit and review Subscriber's compliance with the terms of this Agreement. Any such review shall be conducted so as not to unreasonably interfere with Subscriber's business, and Subscriber shall provide access to its facilities and provide personnel to answer WKH's inquiries.

11.7. 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 document. Facsimile or Portable Document Format (PDF) signatures shall be deemed originals for purposes of the execution of this Agreement.

11.8. Entire Agreement. This Agreement, together with all Orders and any other document expressly referenced herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Subscriber acknowledges that there were no representations or promises made by WKH on which Subscriber has relied in entering into this Agreement that are not expressly stated herein. In the event Subscriber submits work orders, change orders, invoices or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form shall be deemed to supersede any of the terms and conditions herein.

11.9. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and other causes beyond such party's control.

11.10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of California, without giving effect to the conflicts of law provisions thereof and excluding the United Nations Convention on Contracts for the International Sale of Goods.

11.11. Dispute Resolution Method and Venue. The parties agree that any dispute arising hereunder shall be submitted for dispute resolution in the method and venue determined by Subscriber's principal place of business, as specified in the applicable Order, as follows: in the United States, disputes shall be submitted to a state or federal court sitting in New York, New York, U.S.A.; in Canada, disputes shall be submitted to the federal and provincial courts sitting in Toronto, Ontario; in the Americas, except Canada and the United States, disputes shall be submitted to arbitration in New York, New York, U.S.A., under the rules of the American Arbitration Association; in Europe, the Middle East and Africa: disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; in Asia Pacific: disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd. Nothing herein shall be deemed to limit or otherwise affect either party's right to seek immediate equitable (including injunctive) relief for alleged violations of the party's intellectual property rights or interests.

11.12. Arbitration Procedures. The parties agree that the following procedures shall apply to any disputes under this Agreement that are submitted to arbitration. Arbitration shall be conducted before a single arbitrator selected in accordance with the applicable arbitration rules, unless the amount in dispute exceeds the equivalent of US\$250,000.

If the amount in dispute exceeds the equivalent of US\$250,000, it shall be decided by three arbitrators, one to be selected by each party and the two party-appointed arbitrators to agree upon the third. The arbitrators must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to award damages contrary to Section 8 of this Agreement. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the parties. Any court with jurisdiction shall enforce the agreement of the parties to arbitrate their disputes and enter judgment on any award.

11.13. Jury Trial Waiver. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

11.14. Information Collected. WKH may collect information regarding queries submitted through the Online Tools, Content reviewed, and other uses of the Online Tools by Authorized Users. WKH shall own (and Subscriber hereby assigns to WKH) such information and may use it in any manner it chooses, including to improve its Online Tools and to offer customizations to Content delivered to Authorized Users. WKH may share any such information collected with its affiliates and licensors.

11.15. Notice. Any notice or other document or communication required or permitted hereunder to the parties hereto shall be deemed to have been duly given only if in writing and delivered by any of the following methods: (a) certified U.S. mail, return receipt requested, postage prepaid, to Wolters Kluwer Health, Inc. at Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103, with a copy to Wolters Kluwer Health, Inc., 333 7th Avenue, New York, NY 10001, Attn: General Counsel, or to Subscriber at the address set forth in the Order, or such other address as the parties may dictate according to the notice provisions hereof; or (b) overnight delivery service at such addresses. Notices shall be deemed delivered pursuant to clause (a) three (3) days after deposit in the U.S. mail and upon receipt pursuant to clause (b).

11.16. Severability. If any provision of this Agreement or its application to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

11.17. Third Party Rights Excluded. This Agreement is an agreement between the parties, and, except as may be provided in Section 3.3, confers no rights upon (i) any of the parties' respective employees, agents, or contractors, (ii) any third party, including without limitation, any person that is treated by Subscriber's Healthcare Professionals, or (iii) any other person or entity.

11.18. Waivers. No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.



Wolters Kluwer
Health

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

COUNTY OF MONTEREY, STATE OF CALIFORNIA,
ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: [Signature] for Cary Gray

Its: Karen Aldrich
Purchasing Agent

Date: 12-19-19

WOLTERS KLUWER HEALTH, INC.

By: Kevin Larossi
Digitally signed by Kevin
Larossi
Date: 2019.12.19 14:21:27
-05'00'

Its: Sales Director

Date: 12/19/19

[Signature]
Monterey County Deputy Auditor/Controller

Date: 12/17/19

[Signature]
Monterey County Deputy County Counsel

Date: 12-16-19

EXHIBIT 1
ACCESS TO AND USE OF THE ONLINE TOOLS THROUGH AN LMS

1. **General Requirements.** In order for Subscriber to access and use the Online Tools and Content through an LMS, Subscriber must: (i) have a current and valid license to use the LMS from a third party provider; (ii) perform initial implementation procedures that either provide links in the LMS to the Online Tools and Content (generally applicable to course Content) or upload Content to the LMS (generally applicable to test Content); and (iii) perform periodic review and maintenance to ensure that Online Tools and Content are accessible through the LMS. WKH recommends that Subscriber include in any license agreement with an LMS provider, terms that ensure the LMS provider will not block or impede access to and use of third party content, provided that Subscriber has the right or license to use the content, and at the time the license is signed, the content is compatible the LMS and not disruptive to the LMS provider's system. Subscriber is responsible for obtaining the information necessary to access and use the Online Tools and Content through an LMS. Such information is generally available through the LMS documentation or from publicly available sources. WKH is not responsible for providing such information to Subscriber or ensuring that Subscriber has ongoing access to such information. Subscriber understands that the Online Tools and Content are designed to work with LMS technology that complies with current E-Learning Standards. WKH makes no representation or warranty (a) that the Online Tools and Content are or will continue to be compatible with any particular LMS or any future E-Learning Standards, (b) that Subscriber has any right or license to access or use any Third Party Material through an LMS, (c) or that access to and use of the Online Tools and Content in an LMS will not be interrupted by factors outside of WKH's control. Subscriber agrees that a change in an LMS's functionality or compatibility with the Online Tools or Content or any other limitation on access to or use of the Online Tools and Content by an LMS provider does not provide a basis for terminating this Agreement.

2. **WKH Support.** As part of this Agreement, WKH will provide implementation, maintenance and update support to Subscriber at no additional cost through its Customer Service team. Subscriber understands, however, that WKH makes no additional express or implied representations or warranties in connection with providing such support and ultimate responsibility rests with Subscriber to make sure that content is properly implemented, maintained and updated.

3. **Updating Content.** Subscriber understands that certain Content (generally applicable to course Content) can be accessed in an LMS through internet links to WKH controlled systems, and that such Content will be automatically updated by WKH and available to Subscriber as long as the links are working correctly. Subscriber further understands that certain other Content (generally applicable to test Content) can be accessed in an LMS only by uploading that content to the LMS provider's server, and that WKH will provide Subscriber with updated content when it becomes available, but it is Subscriber's responsibility to upload updated content to the LMS as soon as it is received from WKH.

4. **Responsibility for Content Uploaded to an LMS.** Subscriber agrees that it is solely responsible for ensuring that any Content that it uploads or otherwise transmits to an LMS provider is protected from misuse, misappropriation or redistribution. WKH recommends that Subscriber include in any license agreement with an LMS provider, terms that limit the LMS provider's access to and use of any content that Subscriber uploads or transmits to the LMS.

SUBSCRIBER AGREES THAT: (I) WKH MAY SUSPEND OR TERMINATE SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT AS A RESULT OF MISUSE, MISAPPROPRIATION, OR REDISTRIBUTION OF ONLINE TOOLS OR CONTENT THAT HAVE BEEN UPLOADED OR TRANSMITTED TO AN LMS PROVIDER; AND (II) SUBSCRIBER WILL INDEMNIFY WKH FOR ANY LOSSES OR DAMAGES SUFFERED BY WKH AND ARISING FROM MISUSE, MISAPPROPRIATION, OR REDISTRIBUTION OF ONLINE TOOLS OR CONTENT THAT HAVE BEEN UPLOADED OR TRANSMITTED TO AN LMS PROVIDER BY SUBSCRIBER.

WOLTERS KLUWER HEALTH, INC.
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

This Master Subscription and Services Order Form (the “Order”), dated this 10th day of December, 2019, between Wolters Kluwer Health, Inc. (“WKH”) and Subscriber (as specified below) provides for use by Subscriber of the Online Service (as specified below), subject to the terms and conditions set forth in this Order and in the Master Subscription and Services Agreement, dated February 28, 2019, between WKH and Subscriber (the “Agreement”), which are hereby incorporated by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

I. SUBSCRIBER INFORMATION

Subscriber Name:	Natividad Medical Center
Entity Type:	Medical Service Provider
Mailing Address:	1441 Constitution Blvd., Salinas, CA 93906
Facsimile No./ Email Address:	lindemansc@natividad.com
Telephone No:	(831) 755-4176
Contact Person:	Susan Lindeman

II. LICENSE INFORMATION

Order Form Effective Date:	November 27, 2019
License Type:	Subscription
Subscription Term:	Three years
Promotional Code:	
Tax Exempt Status:	Check if Subscriber is tax-exempt: <input checked="" type="checkbox"/> Subscriber must also provide proof of tax-exempt status (e.g., a written exemption certificate).
Online Service:	Lippincott Procedures
Additional Content: Electronic back-up of Lippincott Solutions “standard” procedures.	\$300.00 annually Quantity: Subscription Term:



Wolters Kluwer
Health

Applicable Content (include program titles and ISBN numbers from current pricing sheet):	The ISBN number for Lippincott Procedures is: ISBN #9780781788014
Installation Services (if applicable):	As specified on Exhibit A to this Order Form.
Support Services (if applicable):	As specified on Exhibit B to this Order Form.
License Count Type:	Licensed Beds
License Count (by Authorized Facility, if applicable):	Total licensed beds = 172
License Cap (if applicable):	NA
License Fees:	The annual, per year, fee for access to Lippincott Procedures is: Year 1 = \$22,746 Year 2 = \$23,883 Year 3 = \$25,077
Additional Permitted Use Terms (if applicable):	As specified on Exhibit C to this Order Form.

III. ACCESS INFORMATION

Access Method:	IP Authentication	
Authorized Facilities (required for access by IP Authentication):	Facility Name(s):	Address(es):
	Natividad Medical Center	Existing customer. IP on file.
Remote Access by Proxy Permitted (for access by IP Authentication):	Yes	
IP Authentication Information:	As specified on Exhibit D to this Order Form.	

By executing below, Subscriber, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Order Form and the Agreement to which this Order Form is attached.

NATIVIDAD MEDICAL CENTER

By: *[Signature]*
Its: _____
Date: 12-19-19

WOLTERS KLUWER HEALTH, INC.

Digitally signed by Kevin
By: Kevin Iarossi
Date: 2019.12.19 14:21:54
-05'00'
Its: Sales Director
Date: 12/19/19

Monterey County Deputy Auditor/Controller

Date: *[Signature]* 12/17/19

-15 Monterey County Deputy County Controller FORM

Date: *[Signature]* 12-16-19



EXHIBIT A
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

Installation Services

Health System Name: Natividad Medical Center

Facility Name: Natividad Medical Center

Business Contact Name: Susan Lindeman

Business Contact E-mail Address: lindemansc@natividad.com.

Business Contact Telephone Number: (831) 755-4176

Business Contact Fax Number:

Purchase Order Number:

Address Line 1: 1441 Constitution Blvd.

Address Line 2:

Address Line 3:

Address Line 4:

City: Salinas

State/Province: CA

Postal Code: 93906

Country/Region: USA

Institution Name:

(As you would like it to appear on the homepage of Lippincott Procedures): Natividad Medical Center

Trial Roll-over

I currently have a trial of Lippincott Procedures that I would like to roll-over into my active subscription.

No

Turn on Ovid Links

Yes

EXHIBIT B
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

Support Services

WKH will use its commercially reasonable efforts to provide the following support services to Subscriber as a part of the fees and at no additional charge, provided that Subscriber is in compliance with its payment and other obligations under the Agreement. WKH may contact individuals who have provided contact information to WKH for administrative purposes in relation to Subscriber's subscription.

1. **Certain Definitions.** In addition to the defined terms set forth in the Agreement, the terms below shall mean as follows:

“**Error**” means a verifiable programming error, logic error, or “bug” within the Online Service, or other defect in the Online Service that causes it to operate incorrectly or otherwise not be in material conformity with its applicable specifications.

2. **Eligibility to Receive Support Services.**

Subscriber shall only be eligible to receive Support Services hereunder if (i) it has paid all accrued fees associated with the Online Service, and (ii) it is not otherwise in default or violation of any material provision of the Agreement.

3. **Maintenance.**

WKH will use commercially reasonable efforts to correct Errors in the Online Service which are reported in writing or via email by Subscriber by issuing either: (a) Correction information, such as correction or corrected documentation, if the Error is reasonably classified by WKH as an Error in the documentation; or (b) Maintenance Modifications, if the Error resides in the operation of the code of the Online Service itself. As used herein, a “**Maintenance Modification**” to the Product means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy the reported and verifiable, material non-conformity of the Online Service with its applicable specifications. Any modifications to the Online Service that may be proposed by Subscriber are subject to agreement on the terms and specifics of the work product, and WKH shall be under no obligation to make any requested modifications.

4. **Email, Telephone and Onsite Support.**

WKH will provide reasonable email and phone support for Error corrections as aforesaid to Subscriber regarding the operation of the Online Service, during normal business hours, Monday through Thursday, 8 AM to Midnight EST; Friday, 8 AM to 7 PM EST; and Sunday, 4 PM to Midnight EST at: 1-800-468-1128 or techhsupp@lww.com. Emergency after-hours Technical Support is available by calling 1-877-247-6843. The foregoing particulars with respect to email, telephone and onsite support are subject to change by WKH upon notice to Subscriber.

EXHIBIT C
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

Additional Permitted Use Terms

Notwithstanding the express prohibition at Section 3.5 of the Agreement, Subscriber may modify the Content solely to the extent necessary to make the Content conform to Subscriber's own published procedures and skills of a similar nature. WKH shall have no responsibility for or liability with respect to such modifications.

Any modifications to the Content made by Subscriber shall be the property of Subscriber, provided that Subscriber hereby grants WKH the right to use such modifications solely to the extent necessary to provide the Online Service(s) and services as contemplated under the Agreement.

EXHIBIT D
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

IP Authentication Information

IP Addresses to Access the Online Service

(Please enter all IP address ranges that will access this Online Service):

Existing customer. IP on file.

Administrator Contact Name(s):

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should be contacted about changes/updates to this Online Service:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should receive a copy of the signed agreement:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176

WOLTERS KLUWER HEALTH, INC.
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

This Master Subscription and Services Order Form (the “Order”), 10th day of December, 2019, between Wolters Kluwer Health, Inc. (“WKH”) and Subscriber (as specified below) provides for use by Subscriber of the Online Service (as specified below), subject to the terms and conditions set forth in this Order and in the Master Subscription and Services Agreement, dated February 28, 2019, between WKH and Subscriber (the “Agreement”), which are hereby incorporated by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

I. SUBSCRIBER INFORMATION

Subscriber Name:	Natividad Medical Center
Entity Type:	Medical Services Provider
Mailing Address:	1441 Constitution Blvd., Salinas, CA 93906
Facsimile No./ Email Address:	lindemansc@natividad.com
Telephone No:	(831) 755-4176
Contact Person:	Susan Lindeman

II. LICENSE INFORMATION

Order Form Effective Date:	November 27, 2019
License Type:	Subscription
Subscription Term:	Three years
Promotional Code:	
Tax Exempt Status:	Check if Subscriber is tax-exempt: <input checked="" type="checkbox"/> Subscriber must also provide proof of tax-exempt status (e.g., a written exemption certificate).
Online Service:	Lippincott Blended Learning
Applicable Content (include program titles and ISBN numbers from current pricing sheet):	The ISBN for Lippincott Blended Learning is: ISBN #9781469888149
Installation Services (if applicable):	As specified on Exhibit A to this Order Form.



Wolters Kluwer
Health

Support Services (if applicable):	As specified on Exhibit B to this Order Form.
License Count Type:	Licensed Beds
License Count (by Authorized Facility, if applicable):	Licensed beds 172
License Cap (if applicable):	NA
License Fees:	The annual, per year, fee for access to Lippincott Blended Learning is: Year 1 = \$16,801 Year 2 = \$17,641 Year 3 = \$18,523
Additional Permitted Use Terms (if applicable):	As specified on Exhibit C to this Order Form.

III. ACCESS INFORMATION

Authorized Facilities:	Facility Name(s):	Address(es):
	Natividad Medical Center	Existing customer. IP on file.

By executing below, Subscriber, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Order Form and the Agreement to which this Order Form is attached.

NATIVIDAD MEDICAL CENTER

WOLTERS KLUWER HEALTH, INC.

By: [Signature] for Gary Gray

Kevin Iarossi
Digitally signed by Kevin Iarossi
Date: 2019.12.19 14:22:15 -05'00'

Its: _____

By: Sales Director

Date: 12-19-19

Date: 12/19/19

Monterey County Deputy Auditor/Controller

Date: [Signature] 12/17/19

[Signature]
Monterey County Deputy County Counsel

Date: [Signature] 12.16.19

EXHIBIT A
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

Installation Services

Health System Name: Natividad Medical Center

Facility Name: Natividad Medical Center

Business Contact Name: Susan Lideman

Business Contact E-mail Address: lindemansc@natividad.com

Business Contact Telephone Number: (831) 755-4176

Business Contact Fax Number:

Purchase Order Number:

Address Line 1: 1441 Constitution Blvd.

Address Line 2:

Address Line 3:

Address Line 4:

City: Salinas

State/Province: CA

Postal Code: 93906

Country/Region: USA

Institution Name:

(As you would like it to appear on the homepage of Lippincott Blended Learning): Natividad Medical Center

Trial Roll-over

I currently have a trial of Lippincott Professional Development that I would like to roll-over into my active subscription.

No

EXHIBIT B
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

Support Services

WKH will use its commercially reasonable efforts to provide the following support services to Subscriber as a part of the fees and at no additional charge, provided that Subscriber is in compliance with its payment and other obligations under the Agreement. WKH may contact individuals who have provided contact information to WKH for administrative purposes in relation to Subscriber's subscription.

1. **Certain Definitions.** In addition to the defined terms set forth in the Agreement, the terms below shall mean as follows:

“Error” means a verifiable programming error, logic error, or “bug” within the Online Service, or other defect in the Online Service that causes it to operate incorrectly or otherwise not be in material conformity with its applicable specifications.

2. **Eligibility to Receive Support Services.**

Subscriber shall only be eligible to receive Support Services hereunder if (i) it has paid all accrued fees associated with the Online Service, and (ii) it is not otherwise in default or violation of any material provision of the Agreement.

3. **Maintenance.**

WKH will use commercially reasonable efforts to correct Errors in the Online Service which are reported in writing or via email by Subscriber by issuing either: (a) Correction information, such as correction or corrected documentation, if the Error is reasonably classified by WKH as an Error in the documentation; or (b) Maintenance Modifications, if the Error resides in the operation of the code of the Online Service itself. As used herein, a “Maintenance Modification” to the Product means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy the reported and verifiable, material non-conformity of the Online Service with its applicable specifications. Any modifications to the Online Service that may be proposed by Subscriber are subject to agreement on the terms and specifics of the work product, and WKH shall be under no obligation to make any requested modifications.

4. **Email, Telephone and Onsite Support.**

WKH will provide reasonable email and phone support for Error corrections as aforesaid to Subscriber regarding the operation of the Online Service, during normal business hours, Monday through Thursday, 8 AM to Midnight EST; Friday, 8 AM to 7 PM EST; and Sunday, 4 PM to Midnight EST at: 1-800-468-1128 or LNS-Support@wolterskluwer.com. Emergency after-hours Technical Support is available by calling 1-877-247-6843. The foregoing particulars with respect to email, telephone and onsite support are subject to change by WKH upon notice to Subscriber.

EXHIBIT C
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

Additional Permitted Use Terms

Notwithstanding the express prohibition at Section 3.5 of the Agreement, Subscriber may modify the Content solely to the extent necessary to make the Content conform to Subscriber's own educational training of a similar nature. WKH shall have no responsibility for or liability with respect to such modifications.

Any modifications to the Content made by Subscriber shall be the property of Subscriber, provided that Subscriber hereby grants WKH the right to use such modifications solely to the extent necessary to provide the Online Service(s) and services as contemplated under the Agreement.

**EXHIBIT D
 MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM**

LIPPINCOTT BLENDED LEARNING

IP Addresses to Access the Online Service

(Please enter all IP address ranges that will access this Online Service):

Existing customer. IP on file.

Administrator Contact Name(s):

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should be contacted about changes/updates to this Online Service:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should receive a copy of the signed agreement:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176

**WOLTERS KLUWER HEALTH, INC.
 MASTER SUBSCRIPTION AGREEMENT ORDER FORM**

LIPPINCOTT LEARNING

This Master Subscription and Services Order Form (the “Order”), dated this 10th day of December, 2019, between Wolters Kluwer Health, Inc., a Delaware corporation, on behalf of its Health Learning, Research & Practice Division (“WKH”) and Subscriber (as specified below) provides for use by Subscriber of the Online Service (as specified below), subject to the terms and conditions set forth in this Order and in the Master Subscription and Services Agreement, dated March 30, 2017, between WKH and Subscriber (the “Agreement”), which are hereby incorporated by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this Order and the Agreement, the terms of this Order shall control but only with respect to this specific Order and not any other order forms.

I. SUBSCRIBER INFORMATION

Subscriber Name:	Natividad Medical Center
Entity Type:	Medical Service Provider
Mailing Address:	1441 Constitution Blvd., Salinas, CA 93906
Facsimile No./Email Address:	lindemansc@natividad.com
Contact Person:	Susan Lindeman

II. LICENSE INFORMATION

Order Form Effective Date:	11/26/2019
License Type:	Subscription
Subscription Term:	Three years
Tax Exempt Status:	Check if Subscriber is tax-exempt: <input type="checkbox"/> Subscriber must also provide proof of tax-exempt status (e.g., a written exemption certificate).
Online Service:	Lippincott Learning
Promotional Code:	N49
Applicable Content (include program titles and ISBN numbers from current pricing sheet):	Full Subscription: All Courses—Includes future courses released within Subscription Term



Installation Services (if applicable):	As specified on Exhibit A to this Order Form.	
Support Services (if applicable):	As specified on Exhibit B to this Order Form.	
License Count Type:	Licensed Beds	
License Count (by Authorized Facility, if applicable):	Total licensed beds = 172	
License Cap (if applicable):		
Authorized Facilities	Facility Name(s):	Address(es):
Annual License Fees:	The annual, per year, fee for access to Lippincott Learning is: Year 1 = \$19,980 Year 2 = \$20,979 Year 3 = \$22,028	
Additional Permitted Use Terms (if applicable):	As specified on Exhibit C to this Order Form.	

III. ACCESS INFORMATION

Access Method:	<input type="checkbox"/> Passwords <input type="checkbox"/> Other: _____
LMS Hosting URL for Whitelisting	

[Signatures follow on the next page]



Wolters Kluwer
Health

By executing below, Subscriber, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Order Form and the Agreement to which this Order Form is attached.

NATIVIDAD MEDICAL CENTER

WOLTERS KLUWER HEALTH, INC.

Kevin Iarossi

Digitally signed by Kevin Iarossi
Date: 2019.12.19 14:23:00
+05'00'

By: [Signature]

By: Kevin Iarossi

Its: Kristian A. Wrich
Purchasing Agent

Its: Sales Director

Date: 12-19-19

Date: 12/19/19

[Signature]
Monterey County Deputy Auditor/Controller

Date: 12/17/19

[Signature]
Monterey County Deputy County Counsel

Date: 12-16-19

EXHIBIT B
MASTER SUBSCRIPTION AGREEMENT ORDER FORM

LIPPINCOTT LEARNING

Support Services

WKH will use its commercially reasonable efforts to provide the following support services to Subscriber as a part of the fees and at no additional charge, provided that Subscriber is in compliance with its payment and other obligations under the Agreement and applicable Order. WKH may contact individuals who have provided contact information to WKH for administrative purposes in relation to Subscriber's subscription.

1. **Certain Definitions.** In addition to the defined terms set forth in the Agreement, the terms below shall mean as follows:

“Error” means a verifiable and reproducible programming error, logic error, or “bug” within the Online Service, or other defect in the Online Service that causes it to materially operate incorrectly or otherwise not be in material conformity with its applicable specifications.

2. **Eligibility to Receive Support Services.**

Subscriber shall only be eligible to receive Support Services hereunder if: (i) it has paid all accrued fees associated with the Online Service; and (ii) it is not otherwise in default or violation of any provision of the Agreement.

3. **Maintenance.**

WKH will use commercially reasonable efforts to correct Errors in the Online Service which are reported in writing or via email in accordance with WKH's support policies and procedures by Subscriber by issuing either: (a) Correction information, such as correction or corrected documentation, if the Error is reasonably classified by WKH as an Error in the documentation; or (b) Maintenance Modifications, if the Error resides in the operation of the code of the Online Service itself. As used herein, a “Maintenance Modification” to the Product means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy such verifiable, reproducible and material non-conformity of the Online Service with its applicable specifications. Any modifications to the Online Service that may be proposed by Subscriber are subject to agreement on the terms and specifics of the work product, and WKH shall be under no obligation to make any requested modifications.

4. **Email, Telephone and Onsite Support.**

WKH will provide reasonable email and phone support for Error corrections as aforesaid to Subscriber regarding the operation of the Online Service, during normal WKH business hours (Monday through Thursday, 8 AM to Midnight EST; Friday, 8 AM to 7 PM EST; and Sunday, 4 PM to Midnight EST) at: 1-800-468-1128 or techsupp@lww.com. Emergency after-hours Technical Support is available by calling 1-877-247-6843. The foregoing particulars with respect to email, telephone and onsite support are subject to change by WKH upon notice to Subscriber.

EXHIBIT C
MASTER SUBSCRIPTION AGREEMENT ORDER FORM

LIPPINCOTT LEARNING

Additional Permitted Use Terms

Notwithstanding Section 1.13 of the Agreement, for purposes of the JCR Content (as defined below) contained within the Online Service licensed in this Order Form, "Permitted Use" means the following:

1. Subject to the further restrictions and conditions provided for in the Agreement, Subscriber may access, use and reproduce the JCR Content in unmodified form only and solely for its internal business purposes. Subscriber is responsible for ensuring that, at any given time, the JCR Content reflect the then-current applicable accreditation program's version of the Requirements for Accreditation of The Joint Commission (the "Standards"). The Standards may be updated from time to time through The Joint Commission's accreditation publication Joint Commission Perspectives® prior to release of an updated version of the Online Service.

2. In addition to the restrictions in Section 3.5 of the Agreement, Subscriber shall not, and shall ensure that its Authorized Users shall not, distribute any JCR Content in printed, hardcopy form, in compiled or assembled form (e.g., similar to how the standards are sold and distributed), or in any other manner or form that effectively recreates or simulates the compiled Standards, whether electronically or in printed, hardcopy form. Subscriber acknowledges and agrees that any breach by it, or any of its agents, employees, or representatives, of this Section 2 to this Exhibit C to the Order Form or Section 3.5 of the Agreement, shall cause irreparable injury to Joint Commission Resources, Inc. ("JCR") and The Joint Commission, and that, in such an event, and in addition to any other remedies that may be available, in law, in equity or otherwise, JCR and The Joint Commission shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

3. Subscriber may, subject to the limitation of Section 2 to this Exhibit C to the Order Form, reproduce limited portions of the JCR Content in policies and procedures used and distributed solely within the Authorized Facilities permitted to access the JCR Content; provided that, in each case, the reproduced JCR Content is accompanied by a notice or legend indicating that it is proprietary to JCR and The Joint Commission (with such notice being of the following form, unless otherwise directed: "© [insert year of publication of the applicable version of the Standards] The Joint Commission. Version effective date [DATE VERSION OR UPDATE IS EFFECTIVE]. All rights reserved. Used with permission."). Subscriber may make printouts of the materials from the JCR Content to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), or may download and store insubstantial portions of select materials (in machine-readable form), so long as such downloading is consistent with the purposes authorized by the Order Form and the Agreement. Subscriber shall comply with all applicable conventions regarding copyright and source of material attribution. If Subscriber wishes to use the JCR Content in any manner not expressly permitted by the Order Form and the Agreement, Subscriber may request permission from JCR by submitting such request to WKH, for WKH's submission and approval by JCR, along with a written description of the intended use and such other information as may be requested. Only an authorized representation of JCR may grant such permission. The granting of such a request may entail an additional fee payable by Subscriber.

As used herein, "JCR Content" means any online courses available as part of the Online Service that are co-branded with Joint Commission Resources, Inc.