



**THIS RENEWAL & AMENDMENT TO AGREEMENT NMC-VIZLMS-2022** (the “Amendment”) is made and entered effective the 1<sup>st</sup> day of July 2025 (“Effective Date”), by and between **COUNTY OF MONTEREY**, for services at Natividad Medical Center (“Client” or “the County”), and **HPC International, Inc.**, an Illinois MBE corporation with its principal office located at 5261-A Fountain Drive, Crown Point, IN 46307 (“Supplier” or “HPC”). Client and HPC are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

**WHEREAS**, the Parties entered into the HPC Supplier Master Service Agreement **NMC-VIZLMS-2022** executed and made effective on June 15, 2022 and amended on May 1, 2025 (as may be amended from time-to-time, the “Agreement”); and

**WHEREAS**, the Agreement expired on June 30, 2025;

**WHEREAS**, the Parties desire to amend the Agreement pursuant to the terms, conditions and provisions set forth in this Renewal & Amendment and additional funding of \$31,620 a revised contract amount of \$214,004.62

1. **Defined Terms.** All capitalized terms used in this Renewal & Amendment shall have the same meanings given such terms in the Agreement, unless otherwise defined in this Renewal & Amendment, and all terms defined in this Renewal & Amendment and not defined in the Agreement are hereby incorporated into the Agreement for all pertinent purposes.
2. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as the Effective Date, and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
3. **Section 1.** Section 1 to the Agreement is hereby amended and restated to read in its entirety as follows:  
  
“Term. The Agreement had a term of May 1, 2022 to June 30, 2025. After June 30, 2025, the term shall continue on a month-to-month basis as needed for up to six (6) months through December 31, 2025. The County Shall notify HPC in writing at least ninety (90) days in advance to terminate this Agreement.”
4. **Exhibit B.** Exhibit B to the Agreement is hereby deleted and replaced in its entirety and attached here to as Exhibit B-2.
5. Client and Supplier each represent and warrant to the other that the person signing this Amendment 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.
6. This Renewal & Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

Except as herein expressly modified, all terms and conditions of the original Master Service Agreement shall remain in full force and effect. To the extent of any inconsistency between the terms and conditions of the Agreement and those of this Renewal & Amendment, the terms and conditions of this Renewal & Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their respective hands and seals the day and year first written below. The Parties acting in good faith are in full and complete agreement on all terms contained within this Amendment and have carefully reviewed each section of the Agreement in its entirety.

**NATIVIDAD MEDICAL CENTER**

**HPC**

**Street Address**

**5261-A Fountain Drive**

**City, State, Zip Code**

**Crown Point, IN 46307  
(219) 922-4868**

By: \_\_\_\_\_

By: Megan Lippert

Name: \_\_\_\_\_

Name: Megan Lippert

Title: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

Date: 9/26/2025

Approved as to legal provisions

Approved to fiscal provisions

Signed by:  
Stacy Satta  
696D21D44C4341D...  
10/8/2025 | 2:37 PM PDT  
Chief Deputy

DocuSigned by:  
Patricia Ruiz  
E79EF64E57454F6...  
10/8/2025 | 3:17 PM PDT  
Auditor Controller Analyst I

## **EXHIBIT B-2**

### **Library Service Pricing**

#### **HPC Service Fees:**

- **July 1, 2025 – July 31, 2025: \$5,270.00 (due on 7/1/2025)**
- **August 1, 2025 – August 31, 2025: \$5,270.00 (due on 8/1/2025)**
- **September 1, 2025 – September 30, 2025: \$5,270.00 (due on 9/1/2025)**
- **October 1, 2025 – October 31, 2025: \$5,270.00 (due on 10/1/2025)**
- **November 1, 2025 – November 30, 2025: \$5,270.00 (due on 11/1/2025)**
- **December 1, 2025 – December 31, 2025: \$5,270.00 (due on 12/1/2025)**

Annual Service Fees shall increase annually by 2% in future years of service for the duration of the Term of this Agreement based on the initial scope of responsibilities and amount of HPC support needed and agreed upon by Client and HPC, as described below under HPC Librarian Service Fees Description.

#### **HPC Librarian Service Fees Description:**

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 grows 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. All other terms and conditions of this Agreement shall be governed by the Vizient (formerly MedAssess) for the use of Librarian Service Agreement (LB0761).

**Client's Billing Preference:** All service fees covering May 1, 2022 through June 30, 2025 have been paid in full by Client to HPC. Monthly installment billing of the Annual Service Fees starting July 1, 2025 through December 31, 2025 shall be due on the 1<sup>st</sup> of each month.