

**RENEWAL AND AMENDMENT NO. 4
TO THE
LETTER OF AGREEMENT**

This Renewal and Amendment No. 4, effective September 1, 2023, is made to the Letter of Agreement – iRound, Nursing Executive Center, Health Care IT Advisor, and Health Care Advisory Board dated July 18, 2018 (“Agreement”), between County of Monterey, on behalf of Natividad Medical Center (“Client”) and The Advisory Board Company (“Advisory Board”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

1. **Existing Agreement.** Except as set forth in this Amendment No. 4, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment No. 4 and the Agreement, this Amendment No. 4 shall control.
2. **Membership.** The parties agree that all Memberships under the Agreement will expire on August 31, 2023.
3. **New Services.** Effective retroactively on September 1, 2023, Advisory Board will provide to Client access to the Advisory Board’s services as specifically set forth below (the “New Services” which are included in the definition of “Services” in the Agreement) for the sole use of Client under the terms of the Agreement which includes this Amendment No. 4. The facility included in the Agreement for the New Services is Natividad Medical Center.

A. **Digital Subscription Services.** Advisory Board will provide Client digital subscription New Services (the “Digital Subscription Services”) as described in the attached Digital Subscription Services Overview Annex limited to **50** Digital Subscription Client users. Client agrees that if any such Digital Subscription Client users disseminates any Materials (as defined in the attached Standards Terms of Services) accessed as part of the Digital Subscription Services or shares such Digital Subscription Client users’ password for the Digital Subscription Services with any other individual, then such dissemination and sharing would constitute a material breach of this Agreement.

B. **Expert Services.**

- ⊗ Advisory Board will provide Client the following expert New Services are included in the Agreement (the “Expert Services”):
 - Expert consult conversations, by phone or by virtual meeting, requested by Client for up to 1-hour per consult. Each consult conversation must be relevant to Advisory Board’s areas of expertise. An Advisory Board expert can be requested by Client at time of scheduling although cannot be guaranteed based on schedules, and will be scheduled in advance.

Expert consult conversations	8 per Year	Gratis
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- An expert presentation delivers Advisory Board’s research, insights, visuals, and facilitated discussion on a select topic, in service of advancing the way participants (i.e. a Client’s team, board, leadership or executives) understand the topic at hand and engage with one another. Requested topics for expert presentations must be within Advisory Board’s topic catalogue. Specific Advisory Board experts can be requested by Client at time of scheduling although cannot be guaranteed based on schedules.

Expert facilitation: in-person presentation	2 in-person presentations per Year	Price (\$9,180 per presentation)
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Client is responsible for requesting the above Expert Services each Year. With the exception of the expert consult conversation Expert Services, Client must provide Advisory Board with at least ninety (90) days prior notice when Client wants to request the Expert Services each Year, and the parties will mutually agree on the date of the applicable Expert Services. If Client does not request or use any or all of the respective Expert Services in a Year, then 1) Client is not permitted to carryover any such Expert Services to any subsequent Year(s), and 2) there will be no adjustments to the applicable Annual Services Fees.

C. Events Services.

- ⊗ Advisory Board will provide Client the following events New Services (the “Events Services”):
- Events include conferences, such as Advisory Board’s cross-industry summits, that offer a diverse agenda with multiple tracks and interactive breakouts, showcasing top insights from across the industry, dedicated networking and community building, as well as multi-market, multi-stakeholder perspectives and gatherings such as Advisory Board discussion roundtables that curate participation to the topic at hand showcasing a specialized agenda on timely, topic-related themes, and provide collaborative opportunities to design new approaches to top challenges.

Event: in-person	4 seats per Year	Price (\$1,360 per seat)
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Client is responsible for registering for the above Events Services each Year. If Client does not register or does not use any or all of the respective Events Services in a Year, then 1) Client is not permitted to carryover any such Events Services to any subsequent Year(s), and 2) there will be no adjustments to the applicable Annual Services Fees.

4. Terms of Engagement

The term of the Agreement for the New Services is effective retroactively on September 1, 2023 (the “**New Services Effective Date**”) and end on August 31, 2028 (the “**New Services Term**” and each year therein a “**Year**”). The below “**Annual Services Fees**” will be invoiced to Client annually commencing on the New Services Effective Date and Client agrees to pay such amounts for the applicable Year in accordance with the payment terms set forth in the Agreement under Section 5, “Fees and Payment” of the Standard Terms of Membership attached to the Agreement.

Services	Annual Services Fees Year 1 09.01.23 – 08.31.24	Annual Services Fees Year 2 09.01.24 – 08.31.25	Annual Services Fees Year 3 09.01.25 – 08.31.26	Annual Services Fees Year 4 09.01.26 – 08.31.27	Annual Services Fees Year 5 09.01.27 – 08.31.28
Digital Subscription Services	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
Expert Services	\$18,360	\$18,360	\$18,360	\$18,360	\$18,360
Events Services	\$5,440	\$5,440	\$5,440	\$5,440	\$5,440
Total Annual Services Fees	\$86,800	\$86,800	\$86,800	\$86,800	\$86,800

5. Early Termination

Client may elect to terminate the Agreement effective September 1, 2026 (the “**Early Termination Date**”) by providing written notice of its intent to terminate the Agreement no less than ninety (90) days prior to the Early Termination Date, in which case the Agreement will terminate on the Early Termination Date and Client will not owe the Annual Services Fees for the period after the Early Termination Date. Such written notice shall be sent via email to ask@advisory.com and original to The Advisory Board Company, Attn: General Counsel, 11000 Optum Circle, Eden Prairie, MN 55344. If Client does not provide such notification, the Agreement will continue in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have accepted and agreed to this Renewal and Amendment No. 4.

The Advisory Board Company

DocuSigned by:
Signature: Adele Scielzo
1415A38CD803462...
Print name: Adele Scielzo
Title: CEO
Date: 8/18/2023 | 10:27 AM PDT
Contract No.: 00536262.2

County of Monterey, on behalf of Natividad Medical Center

Signature: _____
Print name: Charles R. Harris
Title: Chief Executive Officer (CEO)
Date: _____

Approved as to Legal Provisions

DocuSigned by:
By: Stacy Saetta
C0E0CE1B99F444A9
Monterey County Deputy County Counsel
Date: 10/5/2023 | 6:32 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4F7E85787645BDE
Monterey County Deputy Auditor/Controller
Date: 10/9/2023 | 8:12 AM PDT