

**OPTUM  
MASTER AGREEMENT**

This Master Agreement (the “Agreement”) is made as of Date of Last Execution (the “Agreement Date”), by and between OptumInsight, Inc., with a principal place of business at 1 Optum Circle, Eden Prairie, Minnesota 55344 (“Optum”), and the County of Monterey (“County” or “Customer”), a political subdivision of the State of California, for services at Natividad Medical Center, with a principal place of business at 1441 Constitution Blvd Ste 200 Salinas, CA 93906-3127 (“Customer”).

Customer wishes to obtain certain services and products from Optum. This Agreement sets forth the terms under which Optum will provide the requested products and services.

1. Definitions.

1.1 The following definitions apply to this Agreement, including all Schedules (defined below) made pursuant to this Agreement:

1.1.1 “Affiliate” means a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this definition, “control” means majority ownership.

1.1.2 Intentionally Omitted.

1.1.3 “Customer Data” means claims, eligibility, provider, and other health care related data that Customer owns and that Customer or a Data Source delivers to Optum pursuant to this Agreement.

1.1.4 “Data Products” or “Data” means all databases, data sets and other collections of information that Customer licenses from Optum pursuant to this Agreement.

1.1.5 “Data Sources” means Customer and its administrators, claims payers, vendors and other sources of Customer Data to be delivered to Optum.

1.1.6 “Documentation” means all user manuals and other written specifications distributed to Customer in connection with the Data Products or Software.

1.1.7 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations, as amended from time to time.

1.1.8 “Services” means all consulting, training, Software hosting, analytical, data management, support, maintenance, reporting, Plan support services, and other services Customer obtains from Optum pursuant to this Agreement as specified in Schedules, signed by Optum and Customer, from time to time.

1.1.9 “Software” means all computer software programs Customer licenses from Optum pursuant to this Agreement, whether installed at Customer’s location or hosted at Optum or elsewhere, all updates and revisions to such software that Optum provides to Customer, and all Documentation provided with such computer software programs.

1.1.10 “Schedule” means a product schedule or statement of work entered into between the parties or an Affiliate that describes the Software, Data Products and/or Services and/or products including the terms and conditions applicable to them.

1.1.11 “Useable Data” means complete, readable Customer Data in the format required for the applicable Software, Data Products or Services, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by Optum, and determined to be Useable Data by Optum.

1.2 When Customer agrees to purchase or license and Optum shall provide Services, Software, or Data Products to Customer under this Agreement, the parties shall sign appropriate Schedules to this Agreement. Execution of this Agreement does not bind Customer to purchase or license any Services, Software, or Data Products.

1.3 Affiliate Schedules. Any Optum Affiliate may execute a Schedule hereunder and in such case, all obligations of, and references to, Optum in this Agreement shall instead refer to such Affiliate. If an Optum Affiliate executes a Schedule hereunder, the parties expressly agree that OptumInsight, Inc. shall have no liability nor shall

OptumInsight, Inc. incur any obligation or be responsible for the failure of the Optum Affiliate to perform its obligations under this Agreement or such Schedule.

1.4 The terms of Software and Data License Addendum , attached hereto are incorporated herein by reference.

Software and Data License Addendum

2. Customer's Responsibilities; Customer Data.

2.1 If a Schedule requires Customer to deliver Customer Data to Optum, Customer shall provide Optum with all Useable Data required, in the format required for the applicable Services, Software, or Data Products. If Customer fails to provide Useable Data, Optum will not be required to perform any obligations under this Agreement.

2.2 Customer and the Data Sources shall be responsible for their data entry activities. Customer represents that the Customer Data it provides to Optum under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. Optum shall not be responsible for errors or omissions in Customer Data or data entry done by Customer or the Data Sources, or for errors in Services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors, omissions, illegible text or false or misleading statements in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to Optum, any necessary permissions, consents, or releases, including entering into business associate agreements as applicable, which are required by applicable federal, state or local laws and/or regulations for the delivery of Customer Data to Optum and for Optum to use and disclose such Customer Data as set forth under this Agreement or required by law.

2.3 During and after the term of this Agreement, Optum may use Customer Data for preparing commercially available normative and benchmark data, for internal and external research and analytics, and for creating de-identified data in accordance with the HIPAA standards. Optum may create, use and disclose de-identified data in accordance with applicable law. Optum will not reveal the identity of Customer when disclosing de-identified data, or when providing certain normative and benchmark data to clients, except to the extent otherwise permitted by applicable law, this Agreement or any other agreement between the parties. Consistent with Section 4 of this Agreement, Optum shall not use or disclose Customer Data in any manner that would reveal the identity of patients or members (other than for explicit use of Customer Data by Customer under this Agreement), except to the extent permitted by applicable law, this Agreement, or any other agreement between the parties

2.4 If Customer uses or accesses any information or communication systems of Optum and/or its Affiliates ("Optum Systems") in the course of the parties performing under this Agreement, Customer shall use such access only as authorized in this Agreement, and for no other purposes, and shall comply with all security controls, policies, standards, and guidelines applicable to Optum Systems which are disclosed to Customer as part of a log-in procedure. Customer shall not (i) knowingly introduce any virus or disabling code into the Optum Systems; (ii) allow third parties to have access to the Optum Systems; (iii) attempt to access any portions of the Optum Systems that are not required for Customer's performance under this Agreement; (iv) use the Optum Systems in any manner that may damage or impair the Optum Systems, Optum, or its Affiliates, or (v) attempt to circumvent or bypass Optum's security procedures for the Optum Systems.

3. Prices and Payment.

3.1 Customer shall pay Optum for the Services, Software, and Data Products in the amounts set forth on each Schedule. Customer shall pay Optum for any additional billable services, which Customer requests and Optum performs and which are not specified in any Schedules, at Optum's then-current time and materials rates. Customer will reimburse Optum for all actual and necessary out of pocket expenses incurred in performing under

this Agreement, only with prior written authorization from Customer and only in accordance with the Monterey County Travel Policy, a copy of which is incorporated herein by reference. All invoices will be stated in and all payments made in U.S. dollars. Customer shall pay all applicable sales, use, and any other taxes (other than Optum's income taxes), however designated, which are collected or levied on account of this Agreement, unless Customer is exempt from such taxes and provides Optum with appropriate documentation of the exemption.

3.2 Customer shall pay all undisputed fees and expenses invoiced by Optum within forty-five (45) days after the date of each invoice. Upon reasonable notice to Customer, Optum may inspect and audit Customer's records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer's compliance with this Agreement. Optum shall hold such records in confidence. Such audits will occur no more often than once per year, and must be conducted with the least interruption to Customer's normal business operations as feasible.

#### 4. HIPAA Compliance.

4.1 This Section 4 applies only in the event that Optum is receiving Customer Data from or on behalf of Customer, which constitutes Protected Health Information. The parties hereby agree to the Business Associate Addendum ("BAA"), attached to this Agreement. Unless otherwise specified in this Agreement, all capitalized terms used in this Section 4 or the BAA and not otherwise defined have the meaning established for purposes of the Privacy Rule and the Security Rule under HIPAA, as amended from time to time. When providing PHI to Optum, Customer or its Data Sources shall retain a copy of such PHI, and Optum will not possess the only copy of such PHI, unless Optum has agreed in writing to hold the only copy.

4.2 The terms of this Section 4 and the BAA have been included based solely on the understanding by the parties that the terms of Section 4 and the BAA are required by HIPAA or other applicable laws. To the extent that any relevant provision of HIPAA is materially amended or interpreted in a manner that changes the obligations of Customer or Optum under this Agreement, the parties shall negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. The terms of this Agreement will be construed in light of any interpretation of and/or guidance on HIPAA issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time.

#### 5. Insurance.

5.1 Evidence of Coverage. Prior to the commencement of this Agreement, the Optum shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Applicable individual endorsements executed by the insurance carrier shall accompany the certificate.

5.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Customer's Contracts/Purchasing Director.

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

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

5.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5.3.3 Workers' Compensation Insurance, If Optum employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

5.3.5. Cyber-Liability insurance, Without limiting the foregoing, at a minimum, Optum's required insurance under this Section 5.3.5 shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patients served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

Such insurance coverage will be maintained for the term of the parties' Business Associate Agreement, and a copy of such certificate evidencing the policy shall be provided to Customer at Customer's request

5.4 Other Requirements: All insurance required by this Agreement shall be issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Optum completes its performance of services under this Agreement.

5.4.1 Each liability policy shall provide that Customer shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof.

5.4.2 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Optum's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.

5.4.3 Prior to the execution of this Agreement by Customer, Optum shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that the Optum has in effect the insurance required by this Agreement. The Optum shall file a new or amended certificate of insurance within ten (10) calendar days after any material change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

5.4.4 Optum shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify Optum and Optum shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Optum to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

6. Limitation of Remedies and Indemnification.

6.1 Limitation of Liability.

6.1.1 Limitation on Optum's Liability.

6.1.1.1 Uncapped Liability. To the fullest extent permitted by law, Optum's total liability to Customer arising out of or relating to this Agreement shall not be limited by amount, damages cap, or damages exclusion with respect to:

6.1.1.1.1 Optum's indemnification obligations under Section 6.2 including, without limitation, defense costs, settlements, judgments, fines, penalties, and assessments;

6.1.1.1.2 Optum's violation of applicable law or regulation;

6.1.1.1.3 Optum's breach of HIPAA (Section 4), privacy (Section 4), confidentiality (Section 7), or data-security obligations; or

6.1.1.1.4 Damages caused by fraud in the performance of Optum's obligations under this Agreement, Optum's gross negligence, or willfull misconduct;

6.1.1.2 Capped Liability for Ordinary Breach. Except as expressly provided in subsection 6.1.1.1 above, Optum's total liability to Customer for direct damages only, arising out of Optum's ordinary breach of the Schedule at issue that apply the terms and conditions of this Agreement, shall not exceed two (2) times the amounts actually paid or owed by Customer to Optum under the applicable Schedule or Schedules during the twelve (12) months immediately preceding the event giving rise to the claim.

6.1.1.3 In no event shall Optum be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation lost profits, loss of business, loss of data, loss of use, reputational harm, or cost of substitute services, regardless of theory of liability and even if advised of the possibility of such damages.

6.1.2 Limitation on Customer's Liability.

6.1.2.1 Uncapped Liability. To the fullest extent permitted by law, Customer's total liability to Optum for direct damages only, arising out of or relating to this Agreement, shall not be limited by amount, damages cap, or damages exclusion with respect to:

6.1.2.1.1 Customer's indemnification obligations under Section 6.3 to the extent authorized by California law;

6.1.2.1.2 Customer's violation of applicable law or regulation;

6.1.2.1.3 Customer's breach of HIPAA (Section 4), privacy (Section 4), confidentiality (Section 7), or data-security obligations; or

6.1.2.1.4 Damages caused by fraud in the performance of Customer's obligations under this Agreement, Customer's gross negligence, or willful misconduct.

6.1.2.2 Capped Liability for Ordinary Breach. Except as expressly provided in subsection 6.1.2.1, Customer's total liability to Optum for direct damages only, arising out of Customer's ordinary breach of the Schedule at issue, shall not exceed the two (2) times the amounts actually paid or owes by Customer to Optum under the applicable Schedule during the twelve (12) months immediately preceding the event giving rise to the claim.

6.1.2.3 In no event shall Customer be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation lost profits, loss of business, loss of data, loss of use, reputational harm, or cost of substitute services, regardless of theory of liability and even if advised of the possibility of such damages.

6.1.3 Public Entity Protections. Nothing in this Agreement shall be construed to: (a) waive Customer's governmental, statutory, or sovereign immunities; (b) create liability beyond that authorized by California law; or (c) permit recovery of damages barred by the California Government Claims Act.

6.2 Indemnification by Optum. To the fullest extent permitted by law, Optum shall indemnify, defend, and hold harmless Customer, and its officers, directors, officials, employees, agents, Affiliates, successors, and assigns, from and against any and all third party claims, demands, actions, proceedings, damages, liabilities, losses, fines, penalties, costs, and expenses of any kind, whether administrative, civil, or criminal, including but not limited to governmental investigations, assessments, fines, penalties, and enforcement actions, and all related costs and expenses, including without limitation taxes, court costs, reasonable attorneys' fees, expert fees, investigation costs, litigation costs, settlement costs, judgments, and interest (collectively, "Losses"), directly arising or resulting from : (a) Optum's gross negligence, fraud, or willful misconduct; (b) any breach of this Agreement; (c) any actual infringement, violation, or misappropriation of United States intellectual property rights; (d) medical privacy breaches, confidentiality data breaches or security incidents caused by Optum; or (e) any violation of applicable law. Customer will give Optum prompt written notice of any such Losses, sole control of the defense and settlement of such Losses, and all reasonable assistance to defend such Losses. Customer shall participate in settlement of such Losses, and no settlement may be entered into without Optum or Customer's prior written consent, provided such consent is not unreasonably withheld, conditioned or delayed. Optum shall have no obligations under this Section 6.2 to the extent such Losses arise, result from or relate to Customer's act, omission, or breach of this Agreement, Optum's compliance with Customer's directions or practices, or Customer's unauthorized or inappropriate use of or modifications to the Services, Software or Data Products. This provision shall survive expiration or termination of this Agreement and shall not limit any other rights or remedies.

6.3 Indemnification by Customer. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Optum, and its officers, directors, employees, and agents, from all third party Losses only to the extent such Losses are directly arising or resulting from Customer's (a) gross negligence or willful misconduct; (b) material breach of this Agreement; (c) infringement, violation or misappropriation of United States intellectual property rights; (d) violation of law; (e) use of Customer Data by any third party to whom Customer has directed Optum to deliver such data; (f) Customer's business decisions made after use of the Software or Data Products (except for Losses which fall under Section 6.3 of this Agreement) or (g) Customer's business decisions made after use of the Services or Deliverables; provided that Optum gives Customer prompt, written notice of any such Losses, and all reasonable assistance to defend such Losses. Customer shall have no duty to defend Optum and shall have no obligation to indemnify Optum to the extent such Losses arise out of or relate to: (a) any act or omission of Optum or its personnel or (b) any breach of this Agreement by Optum. Optum shall not settle any claim for which indemnification is sought without Customer's prior written consent, which consent is not unreasonably withheld, condition or delayed. This provision shall survive expiration or termination of this Agreement and shall not limit any other rights or remedies.

## 7. Confidentiality.

7.1 Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules or future agreements between the parties, each party may learn, directly or indirectly, regardless of form (e.g. written, electronic, oral or visual) confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality, whether marked, designated or otherwise identified as "confidential," including, without limitation, information clearly designated as confidential at the time of disclosure, or under the circumstances surrounding disclosure, the receiving party knows, or ought to reasonably know, is confidential ("Confidential Information").

7.2 Without limiting the foregoing, Optum's Confidential Information means, the terms of this Agreement (unless this Agreement is a Public Record under applicable law and an exception does not apply), financial information; employee information; information regarding Optum products, marketing plans, business plans, customer names and lists, Software, Data Products, Services and Documentation; reports generated by or for Optum; Optum's methods of database creation; Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology, trade secrets, pricing, rates, manuals, documents, records, work product, systems, business plans, proposals, policies, processes, procedures, methods, protocols,

information systems, data, formulas, algorithms, network information, discounts, business relationships, any lists or information pertaining to any supplier, contractor, provider, vendor, locations, facilities, and any derivatives, copies, notes, and summaries of the foregoing that may be derived, in whole or in part, from any Confidential Information. Without limiting the foregoing, Customer's Confidential Information includes information regarding Customer's business and information regarding Customer's patients, premiums and claims data. Confidential Information will not include PHI, which is subject to Section 4 of this Agreement.

7.3 Each party shall (a) use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving Services or exercising rights under this Agreement; (b) treat such information as confidential and proprietary; (c) not disclose such information orally or in writing to any third party without the prior written consent of the other party or reverse engineer, disassemble, decompile or create derivative works using Confidential Information learned as a result of this Agreement; (d) take all reasonable precautions to protect the other party's Confidential Information; (e) not otherwise appropriate such information to its own use or to the use of any other person or entity.

7.4 Without limiting the foregoing, each party shall protect the other party's Confidential Information as it takes to protect its own Confidential Information of a similar nature. Notwithstanding the foregoing, each party hereby authorizes the other party to disclose Confidential Information, or portions thereof, to its employees, officers, directors, and Affiliates, and their respective employees, attorneys and accountants (hereinafter collectively referred to as the "Representatives") who will be bound by standards of confidentiality no less than as set forth herein and who have a bona-fide need-to-know or need for access to such information to perform in accordance with this Agreement. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will, to the extent feasible, return to the other party or certify upon request as destroyed all Confidential Information received of the other party's that are held by that party or its Representatives.

7.5 If return or destruction of any or all Confidential Information is not feasible, the receiving party shall extend all protections contained in this Agreement to any Confidential Information retained after termination and limit further uses and disclosures to those purposes that make the return or destruction infeasible. Each party may retain Confidential Information when necessary for purposes of compliance with applicable laws or when necessary to complete performance of any Services or for post termination Services. Further, each party may retain appropriate copies of Confidential Information in accordance with the receiving party's retention policies: (i) for archival purposes; (ii) for purposes to defend its work product or performance, provided that the copy is retained in secure storage and held in confidence only for so long as receiving party's obligations under this Agreement continue, and subject to all protections and terms and conditions of this Agreement to limit further uses and disclosures to those purposes such Confidential Information is retained. Each party shall notify the other party in writing if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information and use reasonable efforts to minimize the damage from the breach. The obligations of this Section last until the Confidential Information becomes available to the public other than through breach of this Agreement, or longer as provided by applicable law.

7.6 If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall use all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure. If a protective order or other remedy is not obtained, the party subject to the compelled disclosure shall disclose only that portion of the Confidential Information that it is legally required to disclose and will exercise reasonable efforts to obtain assurances that the recipient will hold the Confidential Information in confidence.

7.7 Nothing in this Agreement will be construed to restrict disclosure or use of information that (a) was rightfully in the possession of the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) at the time of disclosure is, or thereafter becomes generally available to and known by the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having

the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to, or use of, the other party's Confidential Information.

8. Term and Termination.

8.1 This Agreement commences as of the Agreement Date. Unless earlier terminated as provided in this Agreement, this Agreement continues for three (3) years ("Term"). Upon expiration of the Term, this Agreement shall not automatically renew. Any renewal of this Agreement shall occur only through a written amendment mutually agreed upon and executed by authorized representatives of both parties. Any renewal, extension, or modification of this Agreement shall be valid only if set forth in a written amendment signed by authorized representatives of both parties. No oral agreement, course of conduct, or failure to enforce any provision of this Agreement shall be deemed to constitute a renewal, extension, or modification of this Agreement. Section 2.3 and all Sections of this Agreement (including the Schedules) relating to confidentiality, HIPAA compliance, ownership of intellectual property, insurance, indemnification, or limitations of liability shall survive termination or expiration of this Agreement.

8.2 Upon termination or expiration of this Agreement, Customer shall, within thirty (30) days, return all copies of all Software, Data Products, Documentation and related user materials to Optum. With Optum's consent (via e-mail), Customer may certify that it has ceased using and has destroyed the Software, Data Products, rather than return them.

8.3 Customer's payments to Optum under this Agreement are funded by local, state, and federal governments. If funds from local, state, and federal sources are not obtained and continued at a level sufficient to allow for the Customer's purchase of the indicated quantity of services, then the Customer may give written notice of this fact to Optum, and the obligations of the parties under this Agreement shall terminate immediately, or on such a date thereafter, as the Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. Customer agrees to remit all amounts due and payable up to and including the termination date of this. Customer's sole obligation shall be payment for Services properly performed and accepted prior to the last date for which funds were appropriated. Customer shall have no obligation for future Services, lost profits, or termination damages.

8.4 Failure by either party (the "Breaching Party") to comply with any material provision of this Agreement shall entitle the other party (the "Non-breaching Party") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) days of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may terminate the Schedule that was breached or the Agreement (if the breach related to multiple Schedules), by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the second notice.

8.5 Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement, upon written notice to the other party:

8.5.1 If the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code, (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under

such law, or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or

8.5.2 An order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees continues unstayed and in effect for any period of sixty (60) consecutive days; or

8.5.3 If any Certificate of Authority, license or other registration permitting a party to operate is revoked or suspended by order of the appropriate local, state or federal agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

## 9. Dispute Resolution.

9.1 Subject to Section 9.2, any dispute between the parties regarding this Agreement that is not cured or otherwise resolved through the processes described in Section 8.4 must be resolved through arbitration conducted in accordance with the Commercial Dispute Resolutions Rules of the American Arbitration Association then in effect. The arbitration proceeding will be conducted in the English language. The arbitrator(s) may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. The arbitrator(s) must not vary or ignore the terms of this Agreement and will be bound by controlling law. The decision of the arbitrator, or a majority of the arbitration panel, will be final and binding upon the parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in any court of competent jurisdiction. Each party will assume its own costs, and the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each party. The parties shall proceed diligently with the performance of this Agreement pending the resolution of any dispute.

9.2 Notwithstanding Sections 8.4 or 9.1 (collectively, the "Dispute Resolution Processes"), in the event that a party breaches this Agreement, the Non-breaching Party may apply to a court of competent jurisdiction for emergency injunctive relief during or prior to the invocation of the Dispute Resolution Processes. Once the court has ruled on the Non-breaching Party's initial application for emergency injunctive relief, however, the Non-breaching Party may not seek additional relief from the court and shall resolve any additional issues through the Dispute Resolution Processes.

10. Services Warranty. Optum warrants to Customer that each of Optum's employees, agents and subcontractors assigned to perform any Services will have the proper skill, training, and experience to perform the Services, the Services will be performed in a competent and professional manner, and Optum's employees, agents and subcontractors will observe any working rules of Customer, while on Customer's premises to the extent conveyed by Customer. Optum will reperform any Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Services are delivered to Customer. **Except as expressly provided in this Agreement, Optum and its licensors make no representations or warranties relating to the Services, express or implied, and specifically disclaim the warranties of merchantability and fitness for a particular purpose.**

## 11. General.

11.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. This Agreement (including its Addenda), and any Schedules executed hereunder shall constitute the entire agreement between Customer and Optum. No amendment, change, or waiver of any provision of this Agreement or any Schedule or terms on any purchase order or other document will be binding unless in writing and signed by both parties. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and will have no effect. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.

11.2 Subcontractors. Optum may use its Affiliates or third parties as subcontractors to perform Services under this Agreement. Optum shall be responsible for any Services performed by its subcontractors.

11.3 Independent Contractor. Optum's relationship to Customer is that of an independent contractor. Neither party will be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.

11.4 Assignment. Neither party may assign or transfer this Agreement or any of the rights, obligations or licenses granted under it without the other party's express, prior written consent, which the other party will not be unreasonably withhold, condition, or delay. Notwithstanding the forgoing, either party may assign this Agreement in connection with any merger, consolidation or sale of all or substantially all of its stock or assets.

11.5 Notices. Any notices permitted or required under this Agreement must be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier service, addressed to the party as set forth in this Section, or at a different address as a party has notified the other party in writing.

Optum:

Attention: General Counsel  
OptumInsight, Inc.  
11000 Optum Circle  
Eden Prairie, MN  
55344

Customer:

Attention:  
Natividad Medical Center  
1441 Constitution Blvd Ste 200  
Salinas, CA  
93906-3127

11.6 Force Majeure.

10.6.1 "Force Majeure Event" means an event or circumstance, whether or not foreseeable, that prevents a party from fulfilling its obligations under this Agreement and (1) was not in the control of the claiming party and (2) with respect to the damage caused, could not have been reasonably mitigated by the claiming party. A Force Majeure Event does not include (1) a strike or other labor unrest that affects only the claiming party, (2) an increase in prices or other change in general economic conditions, (3) a change in law, or (4) an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance.

10.6.2 If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects the noncompliance to last. The noncomplying party shall provide ongoing updates to the compliant party, and shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

10.6.3 If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement the noncomplying party will not be deemed in breach of the Agreement if (1) that party uses reasonable efforts to perform its obligations under the Agreement, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event.

10.6.4 If a Force Majeure Event continues for an extended period of time, the compliant party may request that senior leadership of the parties consult and negotiate with each other, in good faith, to attempt to resolve any claim, dispute, question or disagreement arising out the Force

Majeure Event that is preventing the noncomplying party from performing its obligations under the Agreement.

10.7 Compliance with Laws. Each party shall perform under this Agreement in compliance with all applicable laws. Optum shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its Services under the Agreement.

10.8 Use of Names. The parties shall not use each other's name, logo, service marks, trademarks or other identifying information including without limitation, links and phone numbers, without the written permission of the other. Optum may, however, use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for Optum to carry out its obligations under this Agreement.

10.9 Survival. In addition to those terms in this Agreement that are expressly stated to survive expiration or termination of this Agreement, any Services or provisions of this Agreement which by their nature, extend beyond the expiration or termination date of this Agreement, will survive the expiration or termination of this Agreement, and shall remain in effect and be governed by the terms and conditions of this Agreement until all such obligations are satisfied.

10.10 Counterparts. The parties may execute this Agreement or any Schedule in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures be will valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement or such Schedule.

10.11 Controlling Terms. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Agreement will control. In the event of a conflict between the terms of any particular Schedule, an Addenda, or the Agreement, the following order of precedence shall apply: (i) Agreement (ii) Addenda (iii) Schedule, unless otherwise explicitly agreed by the Parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**OptumInsight, Inc.**

**County of Monterey**

Signature:

Signature:

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

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

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

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

Signature: \_\_\_\_\_

Approved to as form

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

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

Signed by:  
*Stacy Saetta*  
696D21D44C4341D...

Agreement Number: 01521313.0

4/17/2026 | 2:36 PM PDT



**SOFTWARE AND DATA LICENSE TERMS ADDENDUM****1. Software and Data License.**

1.1 As of the Effective Date of the applicable Schedule, Optum hereby grants Customer a nonexclusive, nontransferable license to use the Software or Data Products for Customer's internal use within the United States, pursuant to the terms of this Agreement. Customer may use the Software or Data Products only as permitted in the applicable Schedule, and for no other purposes.

1.2 If Customer wishes to use a third party as its agent to access the Software, the Data Products or a database of Customer Data produced through use of any Software, Optum must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with Optum. However, Optum's approval is not required for third party contractors that will have only incidental contact with or use of such items. Customer, however, shall protect the confidentiality of the Software, Data Products, and Services it obtains from Optum. Except as permitted by this Agreement, Customer shall not allow any person or entity who is not a party to this Agreement or an Affiliate of Customer to access the Software or Data Products directly or indirectly in any way.

1.3 Customer may make copies of the Software and the Data Products only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each copy of the Software or Data Products, Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software and Data Products made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) days after Optum's written request, Customer shall inform Optum of the number and location of all copies of the Software and Data Products Customer has made or received.

1.4 Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software or Data Products for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software or Data Products to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

1.5 Optum shall furnish to Customer without charge only those updates to or new versions of Software or Data Products that Optum furnishes without charge to all other licensees for the Software or Data Products. If Optum notifies Customer that an update supersedes the preceding version, Customer will have a reasonable time in which to move to the updated version, and thereafter, Optum will have no further obligation to provide maintenance services for the superseded Software or Data Products versions. When Optum hosts Software or Data Products for Customer, Optum will use the then-current version of the Software or Data Products on behalf of Customer.

**2. Software and Data Warranties**

2.1 Optum represents and warrants to Customer that Optum has the right to license the Software and Data Products to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software and Data Products will remain in Optum or its licensors, as applicable. Customer is not obtaining any rights in the Software or Data Products except the limited right to use the Software and Data Products as provided herein and in the Schedules.

2.2 Optum warrants that the Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software

to Customer, Customer shall notify Optum in writing prior to the expiration of such ninety- (90) day period, and Optum shall repair or replace the Software. If Optum is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer's request Optum will refund the license fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated. Optum warrants that the Data Products, upon delivery to Customer, shall consist of an accurate copy of the data sets or databases described in the Documentation for the Data Products. However, to the extent that the Data Products contain information Optum has received from third parties, Optum warrants only that the Data Products contain an accurate copy of the information that was delivered to Optum. These warranties are void if Customer modifies the Software or the Data Products, Customer uses the Software or Data Products in any manner that is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software or Data Products.

2.3 Optum represents and warrants to Customer that the Software and Data Products and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

2.4 For the duration of any maintenance or support Services that Customer obtains from Optum pursuant to a Schedule, the Software or Data Product that is being maintained or supported by Optum will perform substantially in accordance with its then-current Documentation.

2.5 **Except as expressly provided in this Agreement, Optum and its licensors make no warranties or representations relating to the Software or the Data Products express or implied, and specifically disclaim the warranties of merchantability and fitness for a particular purpose.**

3. Customer Responsibilities. Customer shall provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Software and the Data Products. Any failure to perform by Optum shall not be considered a breach of this Agreement if such failure to perform results from Customer's failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support.

4. U.S. Government Rights. Customer acknowledges that the Software and Data Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by Optum and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

5. Licensed Content. Certain Optum Software and Data Products contain Current Procedural Terminology Codes ("CPT") owned and copyrighted by the American Medical Association ("AMA"), and/or Current Dental Terminology ("CDT") codes owned and copyrighted by the American Dental Association ("ADA"), and/or ASA content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA"), and/or AHA content ("AHA Content") owned and copyrighted by the American Hospital Association ("AHA") (collectively, the "Vendors"). Collectively, the CPT codes, CDT codes, ASA Content and AHA Content are referred to as the "Licensed Content." The terms of this Section 5 apply only to Software and Data Products that contain Licensed Content. Customer acquires no proprietary interest in the Licensed Content. Optum's agreements with the Vendors require that Customer must agree to the following:

5.1 Grant. Optum hereby grants Customer a limited, nontransferable, nonexclusive, non-sublicensable license, for the sole purpose of internal use of the Licensed Content in Optum products, by Customer within the United States. Customer is prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the Licensed Content, or a copy or portion of Licensed Content. Customer shall ensure that anyone with authorized access to the Licensed Content complies with the provisions of this Agreement.

5.2 Vendors. Provision of updated Licensed Content is dependent on continuing contractual relationships between Optum and the Vendors. Customer hereby grants Optum permission to provide Vendors with Customer's name.

5.3 Copyright. CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA. ADA owns all right, title and interest (including all intellectual property rights) in CDT, all other rights of commercialization, rental or sale of CDT or any part thereof, the right to make derivatives of CDT and the right to distribute CDT and copies thereof. Except for the limited rights expressly granted to Customer herein, all other rights in Licensed Content are owned and retained by Vendors. Customer shall not remove copyright notices.

5.4 Disclaimers. Except as expressly stated herein, the Licensed Content is provided "as is" without warranty of any kind, express or implied including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. End user bears all risk relating to quality, accuracy and performance of the licensed codes. **Vendors have no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of Licensed Content, or that it will meet the Customer's requirements, and that the vendors' sole responsibility is to make available to Optum replacement copies of the Licensed Content if the data is not intact; and that the vendors disclaim any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Licensed Content.**

5.5 Beneficiaries. Vendors are third-party beneficiaries of this Agreement.

5.6 Use of CPT. In addition to the terms of this Section 5, the following shall also apply to Customers use of CPT in Optum Products:

5.6.1 The sublicense granted hereunder shall automatically terminate upon termination of the agreement between Optum and AMA, unless prior written consent of AMA is obtained by Optum or a direct license between Customer and AMA is entered. Customer is prohibited from making CPT publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the CPT, or a copy or portion of CPT to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

5.6.2 CPT is commercial technical data, which was developed exclusively at private expense by the AMA, 330 North Wabash Avenue, Chicago, Illinois 60611. This Agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

5.6.3 Customer is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by Optum, of the same type as required of Optum under its agreement with AMA. Customer consents to the release of such information to the AMA. Customer further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require Customer to submit or release information that would cause Customer to be in violation of applicable Federal or state privacy laws.

5.6.4 **Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of CPT is at Customer's sole risk and CPT is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA assumes no liability for data contained or not contained herein.**

5.7 Use of CDT Codes. Customer may: install and use the CDT on Customer's computer system; to retrieve CDT codes, descriptors and nomenclature via commands contained in the Optum Products for the exclusive use of Customer its employees; to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Software or Data Product; to print limited portions of the CDT solely for the exclusive use of Customer; and to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of Customer.

5.7.1 CDT Restrictions. Except as expressly permitted in this Agreement, Customer shall not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from output created by using the Software or Data Product; or (d) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. Customer shall take reasonable measures to maintain the security of the CDT. Customer shall not add additional content to the Software or Data Products. **In no event shall end user use the CDT codes for or on behalf of any third party, including but not limited to use of the CDT products to provide consulting, time-sharing or outsourcing services or to act as a service bureau operation. End user is expressly prohibited from distributing output, including the code or portions thereof, to any person, firm or entity.** The foregoing restriction will not be deemed to restrict the Customer from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

5.7.2 ADA Indemnification. Customer shall indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Customer's use of the CDT, in breach of any of the terms of this Agreement, or Customer's use of any data or documentation received from ADA, regardless of the form of action.

5.8 Use of AHA Content. Customer may install and use the AHA Content on Customer's computer system; reproduce and distribute excerpts of AHA Content without modification in various printed and electronic documents solely for purposes of claims processing, billing and patient treatment, via commands contained in the Optum Product; print limited portions of the AHA Content without modification solely for the exclusive use of Customer with copyright and government rights notices.

5.8.2 AHA Disclaimer. AHA disclaims, and will have no liability for, any errors, omissions or inaccuracies in the AHA Content or any uses, misuses or interpretations of the information contained in or not contained in the AHA Content. AHA also does not warrant that the AHA Content will be accessible in any particular hardware/software environment. Customer will be solely responsible for the use, efficiency, and suitability of the AHA Content. AHA's liabilities under this Agreement, if any, will not exceed the sum of the fees actually received by Optum in connection with this Agreement for the applicable AHA Content.

5.8.3 AHA Content for Government Users. Any Customer that is a government agency agrees to the following. The Software and Data may contain AHA CODING CLINIC® FOR ICD, AHA CODING CLINIC® FOR HCPCS, and/or OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the

American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.