



MASTER SERVICE AGREEMENT (MSA)

THIS AGREEMENT (the "Agreement") is made and entered effective the 1st day of May 2022 ("Effective Date"), by and between **Natividad Medical Center** ("Client" or "Member"), and HPC International, Inc. (dba **HPC**), an Illinois company ("HPC" or "Supplier"). Client and HPC are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client and HPC are entering into this certain Supplier Agreement which is further identified as supplier contract number NMC-VIZLMS-2022 (as may be amended from time-to-time, the "Agreement"); and Vizient Contract BP0120.

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

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

1. Term and Termination.

A. Term. This Agreement shall have an initial term of three (3) years beginning on May 1, 2022. Parties may extend via future Amendments.

B. Without Cause Termination. Either Party may terminate this Agreement at any time, with or without cause, by delivering not less than ninety (90) days' prior written notice thereof to the other Party.

2. Payment Terms. Payment terms are Net-30 from when County of Monterey Auditors Office receives the invoice. Payments may be made by check or ACH. HPC shall provide banking information to Client for making ACH payments, upon request.

3. Non-Payment or Insolvency of a Customer. In the event that a Customer fails to pay Supplier for Products, becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or goes into liquidation, or if proceedings are initiated for the purpose of having a receiving order or winding up order made against a Customer, or if a Customer applies to the courts for protection from its creditors, then this Agreement shall not terminate, but HPC shall have the right to discontinue the sale of Products and Services to that Customer.

5. Miscellaneous.

A. Deliverables vary by service, as described in detail in Exhibit A (*MyHPCLibrarian*TM)

B. Client and HPC each represent and warrant to the other that the person signing this Agreement on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

C. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

D. Any changes to this Agreement, the Exhibits and/or the Attachments must be made in writing after mutual agreement of the Parties.

A handwritten signature in blue ink, appearing to be "MK", is written over a circular stamp or seal.

- E. A waiver of any breach of this Agreement of any of the terms or conditions by either party thereto shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless in writing and signed by all parties.
- F. Additional Attachments below:
- i. Exhibit A – Service Description **MyHPCLibrarian™**
 - ii. Exhibit B – Library Service Pricing
6. Independent Contractors. For the purposes of this Agreement, the parties are acting as independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party has any authority to act as agent for, or on behalf of, the other party, or to represent or bind the other party, in any manner without its prior written consent. Client shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of HPC, and likewise HPC shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of Client.
7. No Hire Agreement. During the Term of this Agreement including any extensions thereof and for a period of one year thereafter, neither party shall knowingly recruit, solicit, or hire any of the other party's employees who have been assigned to this project in any capacity, whether directly or indirectly.
8. Other Terms and Conditions Associated with Temporary Employees:
- A. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
 - B. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
 - C. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
 - D. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
 - E. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
 - F. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
 - G. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator (bouyeaj@natividad.com) when an individual employee's hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
 - H. An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).
 - I. NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.
9. Governing Law. This Agreement shall be governed by the laws of the State of California. Any controversy or claim arising out of this Agreement or the breach thereof shall be settled with the sole and exclusive courts and under the jurisdiction of the State of California within the United States of America unless otherwise agreed by the parties.



10. Non-Discrimination. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
11. Indemnity. HPC shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the HPC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "HPC's performance" includes HPC's action or inaction and the action or inaction of HPC's officers, employees, agents and subcontractors.
12. Insurance.
- A. Evidence of Coverage. Prior to commencement of this Agreement, HPC shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.
 - B. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Client's Contracts/Purchasing Director.
 - C. Insurance Coverage Requirements: Without limiting HPC's duty to indemnify, HPC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - i. Commercial General Liability Insurance - Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - ii. Workers' Compensation Insurance - If HPC employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease
 - D. Other Requirements: All insurance required by this Agreement shall be with a company acceptable to Client and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date HPC completes its performance of services under this Agreement.

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

shall provide coverage for HPC and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policy shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the HPC's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Client, HPC shall file certificates of insurance with Client's Contracts/Purchasing Department, showing that the HPC has in effect the insurance required by this Agreement. The HPC shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

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

County of Monterey on behalf of Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

(831) 755-4111

By:

 for Charles Harris

Name:

Kristen Aldrich

Title:

Deputy Purchasing Agent

Date:

6-15-22

Reviewed and approved as to form.



Chief Deputy County Counsel 6 15 2022

HPC INTERNATIONAL, INC.

5261-A Fountain Drive

Crown Point, IN 46307

(219) 922-4868

By:



Name:

MEGAN LIPPERT

Title:

EXECUTIVE VICE PRESIDENT

Date:

5/10/2022

Reviewed and approved for Fiscal Terms



6/15/2022

Chief Deputy Auditor-Controller

EXHIBIT A
Service Description *MyHPC* Librarian™

Service Description:

MyHPC Librarian solution also known as HPC's Library Management Service or "LMS" is an on-demand library and research service that works like hiring a virtual medical librarian, providing support to staff to manage the library's budget and subscription expenses, making purchasing decisions, overseeing subscription renewals, promotion of library resources and services available, and providing on-demand research assistance. There are three core service areas for managing any medical library, and HPC offers all three in an "a la carte" format. Customers choose the areas of support they need, and HPC customizes service to fit each Customer's unique educational needs and library goals.

HPC's service deliverables and areas of responsibility shall include:

- (1) collection development, subscription management and library budget oversight;
- (2) update an existing virtual online library webpage, and then review monthly to update content and share news or changes to ensure the site remains current and accurate;
- (3) provide day-to-day on-demand research support, literature searches, article requests, general librarian support, InterLibrary Loan (ILL, Docline) document delivery requests and management of other library inquiries from staff, residents and other patrons by a masters trained medical (or other specialty) librarian;
- (4) At the direction of the Natividad CME Committee, HPC will work to identify and schedule CME presentations (12 per year) with the Speakers Bureau, record the presentations and attendance, maintain records of CME credits assigned to providers, upload those records to the accrediting body annually and maintain the presentations for users to review at a later date.

Description of Client's locations that will be provided access to HPC's LMS services.

Please list each location separately.

Any computer within the Natividad hospital

Definitions:

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

2. Library Budget Spend: Library Budget Spend is the total dollar amount of purchases, expenditures and operational costs associated with the library during a full 12-month period, including but not limited to: subscription fees, license fees, any applicable late payment or penalty fees, print collection costs, library staff compensation and benefits, outsourced professional library management services, the cost of the library web portal, and library software licenses.

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

Client Responsibilities:

Upon the execution of this Agreement, Client agrees to follow the detailed implementation plan provided by HPC. The implementation plan shall outline the service launch date, key service deliverables, and other customized details for providing service to Client.

HPC Responsibilities:

Upon the execution of this Agreement, HPC agrees to provide Client with a detailed implementation plan and to schedule regular meetings with Client to review its performance of the services under this Agreement.

Travel:

Client and HPC agree that HPC shall be reimbursed for travel expenses during this Agreement. HPC shall receive compensation for travel expenses as per the *Monterey County Travel and Business Expense Reimbursement Policy*. A copy of the policy is available online at:

<https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures>

To receive reimbursement, HPC must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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EXHIBIT B
Library Service Pricing

HPC Annual Service Fees:

\$58,000 in CY-2022

\$60,000 in CY-2023

\$62,000 in CY-2024

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: Annual billing of the Annual Service Fees shall be due on the 1st of May, every year, for the term of this Agreement, beginning on May 1, 2022.

HPC Shared Savings Fee: 25% of Net Annual Savings (see definition above.) When applicable, these will be invoiced to Client at the end of each service year period.

