

THIS AMENDME	NT TO AGI	REEMENT N	NMC-VIZLMS-2022 (the "Amendment") is made and entered		
effective the _1st	_ day of	May	2025 ("Effective Date"), by and between NATIVIDAD		
MEDICAL CENTI	ER ("Client")	, and HPC Int	ternational, Inc., an Illinois 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 (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms, conditions and provisions set forth in this Amendment.

<u>Defined Terms</u>. All capitalized terms used in this Amendment shall have the same meanings given such terms in the Agreement, unless otherwise defined in this Amendment, and all terms defined in this Amendment and not defined in the Agreement are hereby incorporated into the Agreement for all pertinent purposes.

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.

This 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 Amendment, the terms and conditions of this Amendment shall govern.

- 1. This Agreement and the Initial Term of this Agreement as described in Section 1. (A) is hereby extended, with a new expiration date of **June 30, 2025**.
- 2. Exhibit B (Exhibit B-1) will hereby be updated with the added cost of the dates not covered under the Agreement. The added service fee costs associated with this amendment total \$2,384.62, as described below in Exhibit B.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their respective hands and seals the day and year first above written. 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.

County of Monterey on behalf of Natividad	HPC INTERNATIONAL, INC. 5261-A Fountain Drive Crown Point, IN 46307 (219) 922-4868	
Medical Center		
1441 Constitution Blvd.		
Salinas, CA 93906		
(83 <u>1)</u> 755-44-14:		
By: Jason Garcia	By: <u>Megan Lippert</u>	
Jason Garcia Name:	Name: Megan Lippert	
Title: NMC Contracts Manager	Title: Executive Vice President	
Date: 3/14/2025 10:40 AM PDT	Date: 3/6/2025	
APPROVED AS TO LEGAL PROVISIONS By: Stay Sutta Monterey County Deputy County Counsel 3/13/2025 11:14 AM PDT APPROVED AS TO FISCAL PROVISIONS Patricia Ruiy By: Monterey County Deputy Auditor/Controller 3/14/2025 8:16 AM PDT		

EXHIBIT B Library Service Pricing

HPC Annual Service Fees:

\$ 2,416.67 - (June 16, 2022 – June 30, 2022) **- Paid**

\$58,000.00 - (July 1, 2022 – June 30, 2023) - **Paid**

\$60,000.00 - (July 1, 2023 – June 30, 2024) - **Paid**

\$59,583.33 - (July 1, 2024 – June 15, 2025) – **Paid**

\$ 2,384.62 (June 16, 2025 – June 30, 2025) – Due upon execution of this amendment