



**COUNTY OF MONTEREY AGREEMENT FOR SERVICES**  
**(MORE THAN \$200,000)**

This Agreement for Services (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center (“COUNTY”), a general acute care teaching hospital wholly owned and operated by the County, and ESO Solutions, (hereinafter “CONTRACTOR”, collectively COUNTY and CONTRACTOR are referred to as the “Parties”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows:  
Trauma One Annual, TQIP and Coding License Support .
2. **PAYMENTS BY COUNTY.** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$9,681 .
3. **TERM OF AGREEMENT.**
  - 3.1. The term of this Agreement is from May 26, 2023 through May 25, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.
  - 3.2. COUNTY reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A:** Scope of Services/Payment Provisions

**Addendum No. 1**

## **5. PERFORMANCE STANDARDS.**

- 5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.
- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## **6. PAYMENT CONDITIONS.**

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## **7. TERMINATION.**

- 7.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In

the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 COUNTY's payments to CONTRACTOR 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 COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

**8. INDEMNIFICATION.**

8.1 CONTRACTOR 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 CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

**9. INSURANCE.**

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9.1 ~~Evidence of Coverage: Prior to commencement of this Agreement, the CONTRACTOR 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. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.~~

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~~This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.~~

9.2 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 Natividad's Contracts Department Manager.

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

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.

- Exemption/Modification (Justification attached; subject to approval).

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.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR 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.

- Exemption/Modification (Justification attached; subject to approval).

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 CONTRACTOR 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.

- 9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY 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 CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY 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 CONTRACTOR 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 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 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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR’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 COUNTY, CONTRACTOR shall file certificates of insurance with Natividad’s Contracts Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR 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.

CONTRACTOR 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 COUNTY, annual certificates to Natividad’s Contracts Department. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate the Agreement immediately.

**10. RECORDS AND CONFIDENTIALITY.**

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10.1 ~~Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR’s obligations under this Agreement.~~

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~~10.2 COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.~~

10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records. COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

Initial  
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10/21/2024 | 8:25 AM PDT

~~10.5 Royalties and Inventions. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.~~

11. **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.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent



- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



**COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO Natividad

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
SIGNED BY: Stacy Saitta  
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Monterey County Deputy County Counsel

Date: 11/14/2024 | 8:05 AM PST

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
DocuSigned by: Patricia Ruiz  
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Monterey County Deputy Auditor/Controller

Date: 11/14/2024 | 8:33 AM PST

**CONTRACTOR**

ESO Solutions, Inc.

Contractor's Business Name\*\*\* (see instructions)

Signed by: Robert Munden

Signature of Chair, President, or Vice-President

Robert Munden

Chief Legal & Compliance Offi

Name and Title

Date: 10/21/2024 | 8:25 AM PDT

Signed by:

Robert Munden

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

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Robert Munden

Chief Legal & Compliance Of

Name and Title

Date: 10/21/2024 | 8:25 AM PDT

**\*\*\*Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



**CUSTOMER CONTACT**

Customer Natividad Medical Center  
 Name Julie Ramirez  
 Email ramirezja@natividad.com  
 Phone 831-772-7350

**BILLING CONTACT**

Payor Natividad Medical Center Address 1441 Constitution Blvd  
 Name Julie Ramirez Salinas CA, 93906  
 Email ramirezja@natividad.com Billing Frequency Annual  
 Phone 831-772-7350 Initial Term 12 months

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other Agreement between the parties, the following shall apply: The Term of Services ordered herein has a subscription term from 5/26/2023 to 5/25/2024.

**Patient Registry**

Product	Volume	Total	Fee Type
PRQ (Pre-Review Questionnaire) Report Package	1 Facilities	\$1,545.00	Recurring
		<b>Total Recurring Fees</b>	\$ 1,545.00
		<b>Total One-Time Fees</b>	\$ 0.00
		<b>TOTAL FEES</b>	\$ 1,545.00



Exhibit A: Scope of Services and Payment Provisions

**CUSTOMER CONTACT**

Customer Natividad Medical Center  
 Name Julie Ramirez  
 Email ramirezja@natividad.com  
 Phone 831-772-7350

**BILLING CONTACT**

Payor Natividad Medical Center Address 1441 Constitution Blvd  
 Name Julie Ramirez Salinas CA, 93906  
 Email ramirezja@natividad.com Billing Frequency Annual  
 Phone 831-772-7350 Initial Term 12 months

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other Agreement between the parties, the following shall apply: The Term of Services ordered herein has a subscription term from 5/26/2024 to 5/25/2025.

**Patient Registry**

Product	Volume	Total	Fee Type
PRQ (Pre-Review Questionnaire) Report Package	1 Facilities	\$3,385.71	Recurring
		<b>Total Recurring Fees</b>	\$ 3,385.71
		<b>Total One-Time Fees</b>	\$ 0.00
		<b>TOTAL FEES</b>	\$ 3,385.71



Exhibit A: Scope of Service and Payment Provisions

**CUSTOMER CONTACT**

Customer  
Name  
Email  
Phone

**BILLING CONTACT**

Payor	Natividad Medical Center	Address	1441 Constitution Blvd
Name	Julie Ramirez		Salinas CA, 93906
Email	ramirezja@natividad.com	Billing Frequency	Annual
Phone	831-772-7350	Initial Term	12 months

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other Agreement between the parties, the following shall apply: The Term of Services ordered herein has a subscription term from 9/27/2023 to 9/26/2024 and Customer must pay 100% of the Fees in accordance with the invoicing terms prior to the end of the Term. Upon renewal on 9/27/2024 Customer shall pay the annual Recurring Fees which will be invoiced on a pro-rata basis through 5/25/2025. Thereafter, 100% of the annual Recurring Fees shall be due on 5/26/2025 (Subscription Renewal Date).

Lancet			
Product	Volume	Total	Fee Type
ESO Trauma One - Annual Support - Level I and II	1 Facilities	\$3,500.00	Recurring
ESO Trauma One - TQIP Annual Support	1 Facilities	\$750.00	Recurring
T1 AIS - 2015 - Coding License, Single Center I, II	1 Facilities	\$500.00	Recurring
		<b>Total Recurring Fees</b>	\$ 4,750.00
		<b>Total One-Time Fees</b>	\$ 0.00
		<b>TOTAL FEES</b>	\$ 4,750.00



Lancet

Product	Description
ESO Trauma One - Annual Support - Level I and II	It includes all upgrades and updates through the coverage period. All software patches and upgrades are downloaded electronically from Lancet's website. Unlimited technical and how to support (M-F 8-8 EST). Coverage period is one year.
ESO Trauma One - TQIP Annual Support	Unlimited technical and how-to support (M-F 8-8 EST) and software patch updates to support client's data reporting to TQIP throughout the year. This runs for 12 months.
T1 AIS - 2015 - Coding License, Single Center I, II	AAAM started a licensing program for their AIS-2015 codes. Lancet will integrate the AIS-15 picklist within Trauma One. The cost item is based upon license fees imposed on the trauma vendors by AAAM. AIS-2015 now turns into an annual license fee.

## ADDENDUM NO. 1

### TO AGREEMENT BY AND BETWEEN ESO SOLUTIONS, INC., AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR SOFTWARE SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement"), effective December 1, 2021 by and between ESO SOLUTIONS, INC. (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

**I. Section 9.1, INSURANCE. Section 9.1 is hereby deleted in its entirety and replaced with the following:**

Prior to the commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

**II. Section 10.1 CONFIDENTIALITY. Section 10.1 is hereby deleted in its entirety and replaced with the following:**

Confidentiality. The parties and their officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. The Parties shall not disclose any confidential records and other confidential information received or prepared in connection with the performance of this Agreement, unless the disclosing Party specifically permits the receiving Party to disclose such records or information. "Confidential Information" shall include all information of either Party that is not generally known to the public and is used, obtained or developed by either Party in connection with its business and which is disclosed in writing, verbally, electronically or by any other means directly or indirectly by either Party to the other Party before or after the effective date, including, without limitation, any information relating to:

methodologies and protocols, processes, surveys or other measurement instruments, measurement calculations, know-how, sampling information, staffing models, pricing and related contract information, finances, source code, product designs, improvements, trade secrets, market opportunities, customers, suppliers, specifications, and future product offerings and the terms and conditions of this Agreement. NMC agrees to take reasonable steps to ensure that its employees, agents and any other persons permitted access to Confidential Information are advised of the confidential nature of the materials and the restrictions herein imposed upon NMC. The Parties shall promptly transmit any and all requests for disclosure of any such confidential records or Confidential Information to the other Party. The Parties shall not use any Confidential Information gained in the performance of this Agreement except for the sole purpose of carrying out each Party's obligations under this Agreement. However, in the event that the contract is requested as per the Public Records Act request per California Government Code Section 6250-6270, CONTRACTOR agrees that the contract, including pricing for the contract, shall be turned over to the party making the Public Records Act request and in this situation NMC cannot keep the contract or its pricing confidential.

III. Section 10.2, COUNTY Records. Section 10.2 is hereby deleted in its entirety.

IV. Section 10.5, Royalties and Inventions. Section 10.5 is hereby deleted in its entirety and replaced with the following:

Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license during the Term to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced specifically and exclusively for NMC in the course of or under this Agreement (but excluding any of CONTRACTOR'S pre-existing intellectual property). CONTRACTOR shall not publish any such material without the prior written approval of NMC.

*Signature page to follow.*

