

 Natividad MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$200,000)

This Agreement (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, an acute care hospital ("COUNTY"), and Tuition.io, Inc. 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:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows: Student Loan Wellness and Public Service Loan Forgiveness Benefit Administration Services

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 \$ 55,400.

TERM OF AGREEMENT; the term of this Agreement is retroactive to March 1, 2024 through February 29, 2028 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.

~~COUNTY reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately. See Addendum No. 1~~

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SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

COUNTY

- Exhibit A: Addendum No. 1 to Agreement
- Exhibit B: Scope of Services/Payment Provisions

1. PERFORMANCE STANDARDS:

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. COUNTY (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) 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.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may 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 Administrator or his or her designee 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.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. ~~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. See Addendum No. 1~~ DS
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CONTRACTOR

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- 3.2. 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.

4. INDEMNIFICATION:

- 4.1. ~~CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement. See Addendum No. 1~~ DS
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CONTRACTOR

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5. INSURANCE:

- 5.1. 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.

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.

- 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 Natividad’s Contracts Department Manager.
- 5.3. 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:
- 5.4. 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.5. 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 \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.6. Workers’ Compensation Insurance, If CONTRACTOR employs other 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.7. 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.

6. Other Insurance Requirements:

- 6.1. 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.
- 6.2. 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.
- 6.3. **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 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.**
- 6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad’s Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five 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.
- 6.5. 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.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. ~~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~~

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~~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.~~ See Addendum No. 1

- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
8. Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, 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.
9. 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.
10. 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.
11. 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 employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of

Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR’s failure to pay such taxes.

- 12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR’s contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
 Attn: Contracts Division
 Natividad Medical Center
 1441 Constitution Blvd
 Salinas, CA. 93906
 FAX: 831-757-2592

CONTRACTOR:

Name: Tuition.io, Inc.
 Attn: Chief Financial Officer
 Address: PO Box 810
 City, State, Zip: San Mateo, CA 94401
 FAX: NA
 Email: legal@tuition.io

MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 Contractor. The term “Contractor” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The 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.
- 13.7 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.

- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 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.
- 13.14 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.
- 13.15 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.
- 13.16 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.

Signature Page to follow

**COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saelta
C0CE1B99F444A9
Monterey County Deputy County Counsel

Date: 3/15/2024 | 3:02 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E70EF64E57151F61
Monterey County Deputy Auditor/Controller

Date: 3/15/2024 | 3:44 PM PDT

CONTRACTOR

Tuition.io, Inc.
Contractor's Business Name*** (see instructions)

DocuSigned by:
Scott Thompson
E1A83E83018C44B
Signature of Chair, President, or Vice-President

Scott Thompson, CEO
Name and Title

Date: 3/13/2024 | 4:57 PM PDT

DocuSigned by:
By: Scott Simmons
BF03050E6F9C408
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Scott Simmons, CFO & COO
Name and Title

Date: 3/13/2024 | 4:56 PM 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).

**EXHIBIT A: ADDENDUM NO. 1
TO AGREEMENT BY AND BETWEEN TUITION IO, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR STUDENT LOAN WELLNESS AND PUBLIC LOAN FORGIVENESS BENEFIT
ADMINISTRATION SERVICES**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter “Agreement”) by and between **Tuition io, Inc.**, (hereinafter “CONTRACTOR”) and the County of Monterey, on behalf of Natividad Medical Center (hereinafter “COUNTY”). 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, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Second Paragraph under, “TERM OF THE AGREEMENT”, shall be omitted in its entirety.**
- II. Section 3.1, “TERMINATION” shall be omitted in its entirety.**
- III. Section 4, “INDEMNIFICATION”, shall be removed in its entirety and replaced with the following:**

4.1 CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its affiliates and their respective officers, agents, and employees, with respect to any actual third party claim, expense (including reasonable attorneys’ fees), liability, loss, fine or damages, in any way arising out or in connection with: (i) any personal injury or damage to real or tangible personal property caused or incurred by CONTRACTOR or its personnel; (ii) the breach by CONTRACTOR or its personnel of its confidentiality or security obligations under this Agreement; (iii) the non-compliance by CONTRACTOR or its personnel with applicable law; (iv) the infringement, misappropriation, or other violation of intellectual property rights; (v) the grossly negligent acts or omissions or willful misconduct of CONTRACTOR or its personnel; and (vi) the performance of this Agreement, excepting any loss caused by COUNTY’s negligence or willful misconduct.

4.2 COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR and its affiliates and their respective officers, agents, and employees, with respect to any actual third-party claim, expense (including reasonable attorneys’ fees), liability, loss, fine or damages, in any way arising out or in connection with the grossly negligent acts or omissions or willful misconduct of COUNTY or its personnel.

4.3 The indemnified party shall give the indemnifying party prompt notice of any indemnified claims, permit the indemnifying party to control the defense and settlement of such claims, and reasonably cooperate with the indemnifying party in connection with the defense and settlement of such claims; provided, that settlements shall require prior approval by the indemnitee.

4.4 EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, FOR CONFIDENTIALITY OR SECURITY OBLIGATIONS UNDER THIS AGREEMENT, FOR INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, AND FOR CLAIMS BASED UPON FRAUD OR THE WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF THE LIABLE PARTY: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY IN ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, PERTAINING TO ANY SERVICES PROVIDED HEREUNDER, EXCEED THE AMOUNT EQUAL TO THE TOTAL FEES PAID TO CONTRACTOR BY NMC UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE WARRANTIES STATED IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE

III. Section 7.1., "RECORDS AND CONFIDENTIALITY" shall be removed and replaced in its entirety with the following:

7.1 Confidentiality. Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its employees, its contractors, its customers, or its patients. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after this Agreement terminates or expires. This Agreement is a public record subject to disclosure pursuant to a request made under the California Public Records Act ("CPRA").

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><u>County of Monterey, on behalf of Natividad Medical Center</u></p>	<p><u>Tuition io, Inc</u></p>
<p>Charles R. Harris, CEO</p>	<p>DocuSigned by:  <small>F1A83E83018C49B...</small> Signature of Chair, President or Vice-President</p>
<p>Date</p>	<p>Scott Thompson, CEO</p>
<p><u>Approved as to Legal Provisions:</u></p>	<p>Printed Name and Title</p>
<p>DocuSigned by:  <small>C0ECE1B99F444A9...</small> Monterey County Deputy County Counsel</p>	<p>3/13/2024 4:57 PM PDT</p>
<p>3/15/2024 3:02 PM PDT</p>	<p>Date</p>
<p>Date</p>	<p>DocuSigned by:  <small>BF03050E6F3C4C8...</small> Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer</p>
<p><u>Approved as to Fiscal provisions:</u></p>	<p>Scott Simmons, CFO & COO</p>
<p>DocuSigned by:  <small>E79EF64E57454F6...</small> Monterey County Chief-Deputy Auditor-Controller</p>	<p>Printed Name and Title</p>
<p>3/15/2024 3:44 PM PDT</p>	<p>3/13/2024 4:56 PM PDT</p>
<p>Date</p>	<p>Date</p>
<p></p>	<p><u>Signature Instructions</u> For 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).</p>

Exhibit B: Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide student loan wellness and public service loan forgiveness benefit administration services.

- A. Employee financial wellness portal with regard to student loan debt. The launch date of these services will be mutually agreed upon by the parties.
- B. Public Service Loan Forgiveness (“PSLF”) Support. The financial wellness portal will include premium features to assist End Users interested in pursuing PSLF. These features will include:
 - 1. an eligibility assessment of interested End User’s student loans and repayment plans; and
 - 2. recommended changes related to the End User’s student loans or repayment plans; and
 - 3. assistance in obtaining confirmation of the number of qualifying payments made by the End User to date; and
 - 4. assistance and ongoing reminders to complete required PSLF forms; and
 - 5. assistance in completing the application for Public Service Loan Forgiveness for users that make the requisite 120 qualifying payments. The launch date of these services will be mutually agreed upon by the parties.

C. Implementation Services

Prior to launching, CONTRACTOR shall provide the following implementation services:

- 1. Advisory services regarding plan design including eligibility criteria; and
- 2. Setup and testing of eligibility data file; and
- 3. Setup and testing of single-sign-on authentication integration (if applicable); and
- 4. Creation and delivery of enrollment communication to eligible Employees via email or such other method as mutually agreed upon; and
- 5. COUNTY support to Employees during the initial enrollment period prior to launch; and

6. Setup and training of COUNTY administrative personnel for the Employer portal hosted by CONTRACTOR; and
7. Creation of a COUNTY -branded Employee financial wellness portal hosted by CONTRACTOR.

D. ACCESS RIGHTS.

1. Solely to the extent necessary to utilize the Services during the Term in accordance with this Agreement, CONTRACTOR hereby grants to the COUNTY a personal, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services, including the websites maintained or licensed by CONTRACTOR through which COUNTY provides to its employees the Company Services (the “Site”), during the Term. COUNTY shall have no right to copy the Services or the CONTRACTOR Intellectual Property (defined below) on which the Services are based.
2. COUNTY shall access and use the Services via the Internet, and shall be exclusively responsible for procuring, maintaining and paying for any equipment, software, and ISP services necessary to access and use the Services.
3. COUNTY shall provide, as agreed upon by both Parties, CONTRACTOR with certain information, logos, trademarks, structured data, branding materials and other materials (the “COUNTY Materials”) for use on the Site, which CONTRACTOR will use to customize the Site and the Services for COUNTY and, acting as a service provider to COUNTY, to COUNTY employees to whom COUNTY provides the Company Services. COUNTY Materials do not include COUNTY Data (as defined below). COUNTY retains ownership of the COUNTY Materials.
4. COUNTY may provide non-public data to CONTRACTOR to enable the provision of the Services (“County Data”), which CONTRACTOR will use to provide the Services. COUNTY retains ownership of COUNTY Data and grants to CONTRACTOR a license to use the COUNTY Data solely in connection with performance of the Services during the Term.
5. COUNTY must seek CONTRACTOR’s permission before allowing any COUNTY affiliates to use the Services. CONTRACTOR may, in its sole discretion, determine that the provision of Services to COUNTY affiliates is beyond the scope of this Agreement and requires additional fees.

E. INTELLECTUAL PROPERTY:

1. All data provided by Natividad Medical Center (County of Monterey) belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including

but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of Natividad Medical Center (County of Monterey). Use or distribution of Natividad Medical Center (County of Monterey) data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from Natividad Medical Center (County of Monterey).

2. For systems hosted or stored on equipment not owned by Natividad Medical Center (County of Monterey), CONTRACTOR shall furnish all data to Natividad Medical Center (County of Monterey) upon request by Natividad Medical Center (County of Monterey) at any time during the term of this AGREEMENT in a useable format as specified by NMC and at no additional cost to Natividad Medical Center (County of Monterey).
3. Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT and/or developed by CONTRACTOR independently of this AGREEMENT.

F. RESTRICTIONS ON USE.

COUNTY shall not, and shall cause its employees not to, take any of the following actions: (i) create or enable the creation of derivative works, modifications, or adaptations of the Services or the CONTRACTOR Intellectual Property; (ii) decompile, reverse engineer, disassemble or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats or interface protocols of the Services or the CONTRACTOR Intellectual Property; (iii) distribute or disclose the Services or any CONTRACTOR Intellectual Property to third parties, except as expressly permitted hereunder to provide the Company Services; (iv) remove or modify any proprietary marking or restrictive legends placed on the Services or any CONTRACTOR Intellectual Property; (v) use any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Services or any CONTRACTOR Intellectual Property; or (vi) use the Services or any CONTRACTOR Intellectual Property in any manner not expressly set forth in this Agreement or in violation of any applicable law or regulation.

G. COUNTY DATA SECURITY.

1. **MALWARE-FREE GOODS:** All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include

anything from the web pages a user visit to personal information, such as credit card numbers.

2. CONTRACTOR shall: (a) employ industry standard practices to protect all COUNTY Data, and use and access COUNTY Data only for the purpose of performing its obligations hereunder; (b) materially comply with applicable laws relating to privacy and data protection; and (c) provide COUNTY with notice of any material unauthorized access, use, copying, alteration, transfer or breach of security involving COUNTY Data of which CONTRACTOR becomes aware, and provide reasonable efforts to cooperate with COUNTY in the investigation and resolution thereof.

H. **WARRANTIES.**

1. **WARRANTIES.**

CONTRACTOR hereby represents and warrants that:

- a. The Services shall operate substantially in accordance with the Exhibits for the duration of the Term (the "Warranty Period"). Contractor warrants that the Services will be available 99.5% of the time each calendar month throughout the Term (the "Service Level"). The calculation of the Service Level shall not include any unavailability of the Service attributable to: (a) Scheduled Maintenance; (b) acts or omissions of Customer or any user of the Services authorized by Customer; or (c) Force Majeure events (collectively, "Excluded Downtime"). Scheduled Maintenance shall only occur between the hours of 8:00 pm and 8:00 am eastern time. Contractor shall use commercially reasonable efforts to correct any Services that fail to meet the foregoing warranty provided that County reports such non-conformity to Contractor during the Warranty Period and Contractor is able to recreate and verify the non-conformity. The foregoing shall constitute County's sole and exclusive remedy, and Contractor's sole and exclusive obligation for any failure of the Services to meet the foregoing warranty. This warranty shall immediately become void and inapplicable if the Services are modified, enhanced or customized in any way, including by Contractor at County's request.
- b. THE EXPRESS LIMITED WARRANTIES IN THIS SECTION H ARE PROVIDED BY CONTRACTOR IN LIEU OF, AND CONTRACTOR HEREBY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COUNTY, ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "COUNTY PARTIES") EXPRESSLY WAIVE ANY AND ALL SUCH WARRANTIES OTHER THAN THOSE EXPRESSLY WARRANTED IN THIS SECTION H. THE REMEDIES PROVIDED TO COUNTY AND COUNTY AFFILIATES AS SET FORTH IN THIS SECTION ARE EXCLUSIVE.

I. Pricing/Fees:

COUNTY shall pay to CONTRACTOR the following fees:

- 1) Total Agreement amount shall not exceed \$55,400.
- 2) A one-time implementation fee of \$5,000 for the Implementation Services described Section I.C. for the Financial Wellness Portal.
- 3) Financial Wellness Portal & Premium PSLF Support
 - I. A fee per month per employee according to the schedule below for each employee provided access to the employee Financial Wellness Portal (“Eligible Employees”). COUNTY shall identify the Eligible Employees via a numerical plan key within the periodic eligibility file sent to CONTRACTOR. There shall be no additional fee required for the dependents of Eligible Employee to access the Financial Wellness Portal.
- 4) Monthly Service Fee Schedule

Service Fee Schedule	Months 1 to 12 After Effective Date	Months 13 to 24 After Effective Date	Months 25 to 36 After Effective Date
Monthly Fee Per Eligible Employee	\$0.75	\$0.77	\$0.79

- 5) Monthly Minimum Service fee:
 - a. The monthly service fees for Financial Wellness and Premium PSLF Support will be subject to a monthly minimum fee of \$600.
 - b. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for services of comparable scope and scale.
 - c. Payment of implementation fees will be based upon satisfactory acceptance of the Implementation Services by COUNTY. Payment of monthly service fees will be subject to the payment provision pursuant to Section 2.3 “PAYMENT CONDITIONS” of the Agreement.
 - d. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.