

**Solution Order**

This Solution Order to Master Relationship Agreement No. MA\_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

**Change Healthcare Technologies, LLC**

**The County of Monterey, a political  
subdivision of the State of California, on  
behalf of Natividad Medical, an acute care  
teaching hospital owned and operated by  
the County**

By: AARON GREEN

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

Name: Aaron Green

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

Title: GM Radiology

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

Date: 27 - June -19

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

**General Terms**

**1. Change Healthcare Radiology Solutions**

- 1.1. **Term.** For the Change Healthcare Radiology Solutions Software Maintenance and Support, Third-Party Software Maintenance and Support, and Equipment Maintenance Services previously purchased, the new term will begin on July 1, 2019 and end on June 30, 2024 ("Radiology Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.
- 1.2. During the Radiology Term, Customer's Software Maintenance and Support fees will include attendance for three (3) participants to any Radiology classroom training course at a CHC location. Customer will be responsible for any travel and expenses for the participants.

**2. Previously Licensed Software**

- 2.1. Upon the Installation Date of the Products purchased herein, Customer will be relieved of its obligation to pay for Software Maintenance and Support for the Software and Third-Party Software in the below table ("Previously Licensed Software"). Change Healthcare will continue to provide Software Maintenance and Support for the Previously Licensed Software until the Installation Date of the Products purchased in this Solution Order.

<b>Software Part Number</b>	<b>Previously Licensed Software Description</b>	<b>Quote Number</b>
VTR005	VTRIP 5 Concurrent User SW Licenses	H14NTV005-05
ORC115	Oracle 10g Diagnostic Pack	H14NTV005-05
CRV100	Claron Annual Study Volume < 99,999	H14NTV007-03
ORC101	ORC S.E. ONE license for 1x CPU	H10NTV006
ORC110	Oracle S.E Named User license, 5 users	H10NTV006TS

**3. Previously Purchased Equipment**

- 3.1. Upon the Installation Date of the Equipment purchased herein, Customer will be relieved of its obligation to pay for Equipment Maintenance Services for the Equipment in the table below ("Previously Purchased Equipment"). Change Healthcare will continue to provide Equipment Maintenance Services for the Previously Purchased Equipment until the Installation Date for the Equipment purchased herein.
- 3.2. If the parties terminate Equipment Maintenance Services on any of the Previously Purchased Equipment on another Solution Order or amendment, then the above will no longer apply to such terminated Equipment Maintenance Services.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
NNR100H2K3	85139701	HWM NNR100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NHA100H2K3	85139701	HWM NHA100H2K3 N/A N/A	H10NTV006
NSU100H2K3	85139701	HWM NSU100H2K3 N/A N/A	H10NTV006
TST100H2K3	85139701	HWM TST100H2K3 N/A N/A	H10NTV006TS

**4. Change Healthcare Imaging Analytics for Radiology**

4.1. **Term.** The term of the Change Healthcare Imaging Analytics for Radiology Subscription Services ("Subscription Services Term") is coterminous with the Radiology Term in Section 1.1 of the General Terms of this Solution Order.

5. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
6. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

**EXHIBIT 1**  
**SOLUTIONS AND PRICING**

1. **SOLUTION PRICING:** See Pricing in following pages.
2. **PAYMENT SCHEDULE:**
  - 2.1. **Software and Third-Party Software:** 25% will be invoiced on July 1, 2019 (the "SO Effective Date"), 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from the SO Effective Date, and 25% will be invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from the SO Effective Date.
  - 2.2. **Software and Third-Party Software Maintenance and Support:** The Software and Third-Party Software Maintenance and Support fees for the upgrade quote will be invoiced on the Installation Date and prorated to the end of the current billing period. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.
  - 2.3. **Previously Purchased Radiology Maintenance and Support:** The Maintenance and Support fees for existing maintenance will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.
  - 2.4. **Implementation Services, Education Services, and Third-Party Services:** 25% will be invoiced upon the SO Effective Date, 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from SO Effective Date, and 25% will be invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from SO Effective Date.
  - 2.5. **Equipment:** 25% will be invoiced upon the SO Effective Date, 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from SO Effective Date, and 25% invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from SO Effective Date.
  - 2.6. **Equipment Maintenance:** The Equipment Maintenance fees will be invoiced twelve (12) months from the Installation Date and prorated to the end of the current billing period. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.
  - 2.7. **Nuance Programs Software Maintenance Services:** The first annual Nuance Programs Software Maintenance Services fee is due on the earlier of (a) the System Installation Date or (b) 12 months from the OF Effective Date, and pro-rated to the end of the current billing period. Subsequent annual Nuance Program Software Maintenance Services fees are due on each anniversary of the billing period start date.

The County of Monterey,  
a political subdivision of the State of California,  
on behalf of Natividad Medical Center,  
an acute care teaching hospital  
owned and operated by the county  
Customer No.: 1080530  
Solution Order No.: IWS-282514  
MRA Contract No.: MA\_201910027122  
June 11, 2019

**3. FACILITIES:**

<b>Customer No.</b>	<b>Data Center Facility</b>	<b>Full Address</b>
1010301	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

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4. PREVIOUSLY PURCHASED RADIOLOGY – ANNUAL MAINTENANCE FEES:

Contract No.	Quotation No.	Part Number	Material	Description	Annual MNT Fees
1-15U3ZH_PS2	H10NTV005-01	VIT860	73030075	SWM VIT860	\$ 26,684.00
1-15U42P_PS2	D10NTV002-06	NNQ100	82017732	EQM NNQ100	\$ -
			85139710	NNQ100 MS SQL2005 Embedded x32 5CAL	\$ 45.77
		NNQ105	82017733	EQM NNQ105	\$ -
			85139710	NNQ105 MS SQL2005 Embedded x32 1CPU	\$ 269.48
		NNR100H2K3	82017739	EQM NNR100H2K3	\$ -
			85139701	NNR100H2K3 RadWhere System L5 Server	\$ 1,575.27
		NNS100H2K3	82017745	HWM NNS100H2K3	\$ -
			85139701	NNS100H2K3 Nuance Server	\$ 2,054.30
		NUA100	73020418	NUA100 Nuance Core System SW noSQL 1-CPU Field	\$ 1,056.00
		NUA201	73020422	NUA201 Nuance RadWhere,Speech Reporting 50-200K	\$ 7,228.00
		NUA402	73030657	SWM NUA402	\$ 4,447.00
		NUA405	73030658	SWM NUA405	\$ 3,335.00
		NUA501	73029864	SWM NUA501	\$ 2,224.00
		NUA505	73020425	NUA505 Nuance SW,Upload Enhanced RW Field	\$ 2,224.00
		NUA701	73020426	NUA701 Nuance Radwhere Test S-User License	\$ 222.00
		UPS100H	82014689	EQM UPS100H	\$ -
			85139701	UPS100H HP 1500VA 1U Rack UPS	\$ 328.05
1-15Z1DB_PS2	H10NTV006	CAL110	82014690	EQM CAL110	\$ -
			85139710	CAL110 HRS/HSS COLOR LCD CAL POD	\$ 81.89
		CAL300	82014739	EQM CAL300	\$ -
			85139710	CAL300 DOME GRAY-SCALE LCD CAL POD	\$ 52.42
		CCS100	73017863	CCS100 HMI SW Care Continuance Server	\$ 1,122.00
		HMI100	73012924	HMI SW HMI100 VOLUME LICENSE	\$ 100,453.00
		NHA100H2K3	82017644	EQM NHA100H2K3	\$ -
			85139701	NHA100H2K3 Clus DB/IMG/Web Srv<200	\$ 5,915.62
		NSD600H	82017827	EQM NSD600H	\$ -
			85139701	NSD600H NAS SATA 3.7TB Useable	\$ 1,227.29
		NSU100H2K3	82017874	EQM NSU100H2K3	\$ -
			85139701	NSU100H2K3 DB/IMG/Web Srv <150 RCK	\$ 1,778.67
		ORC101	73017544	ORC101 ORC S.E. ONE license for 1x CPU	\$ 4,442.00
		ORT180	73024885	ORT180 OrthoView Concurrent License	\$ 5,312.00
		ORT181	73024886	ORT181 OrthoView Web Server Software	\$ 5,337.00
		UPS100H	82014689	EQM UPS100H	\$ -
			85139701	UPS100H HP 1500VA 1U Rack UPS	\$ 208.16
		UPS200H	82014708	EQM UPS200H	\$ -
			85139701	UPS200H HP 2880VA 2U Rack UPS	\$ 384.72
		WKS100HXP	82014738	EQM WKS100HXP	\$ -
			85139700	WKS100HXP: HP, HMI Workstation	\$ 3,546.40
		WKS300HXP	82016503	EQM WKS300HXP	\$ -
			85139700	WKS300HXP: HP, HMI WKS MAMMO	\$ 521.91
		WSA377	73016362	SWM Rad ER Wet Read Discrepancy Tool	\$ 3,718.00
	H10NTV006TS	ORC110	73017552	ORC110 Oracle S.E Named User license, 5 users	\$ 333.00
		TST100H2K3	82016498	EQM TST100H2K3	\$ -
			85139701	TST100H2K3 HMI Test Server RCK 85GB	\$ 799.80
1-16DCK3_PS2	H11NTV002-01	HMI500	73019072	HMI500 HMI SW Mammography Plus License	\$ 4,250.00
		SEG503	73023850	SEG503 Segami Oasis 3 Conc.Lic & 2-day Training	\$ 27,573.00
1-17NBMH	H11NTV008	WSA379	73030118	SWM WSA379	\$ 2,174.00
1-1991S6_PS2	H12NTV002-01	SEG611	73020455	SEG611 Oasis Opt-Cedars QGS/QPS - 1st Conc Lic	\$ 4,173.00
1-1GGZUY_PS2	H14NTV005-05	ORC115	73017522	ORC115 Oracle 10g Diagnostic Pack	\$ 208.00
		SEG1010U	73025272	SEG1010U Upgrade-Segami Oasis Ver 2 Server SW Lic	\$ 5,113.00
		VTR005	73020474	VTR005 VTRIP 5 Concurrent User SW Licenses	\$ 13,569.00
	H14NTV007-03	CRV100	73024191	CRV100 Claren Annual Study Volume < 99,999	\$ 25,757.00
IWS-278391	71716-1	HMI100	73012924	HMI SW HMI100 VOLUME LICENSE	\$ 35,045.00
<b>GRAND TOTAL</b>					<b>\$ 304,788.75</b>

## Exhibit 2

### Solution Rider

#### Imaging, Workflow, and Care Solutions

##### 1. Definitions.

"Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

"Exam" means either (a) means a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

"Licensed Volume" means the volume of the usage-based variable identified in the Solution Order.

"Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

"PACS" means any picture archiving and communications system.

"Third-Party Software" means Software owned by a third party and licensed to Customer by CHC.

2. **Expanded Volume.** The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order. The addition of Facilities to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.
3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 10%, Change Healthcare will invoice Customer for:
  - a. Software license fees for the additional volume; and,
  - b. the associated increase in any recurring Services fees.

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4. **Implementation and Training Plan.** CHC will work with Customer to develop a mutually agreeable implementation and training schedule that takes into account the workload and the operational hours of each Facility.



**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 7, 2019

**Contract:** IWS-282514

**Quote Expiry Date:** September 5, 2019

**Customer No.:** 1080530

**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

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## Fees Summary

	One-Time Fees	Annual Recurring Fees
Software	79,623.16	24,625.15
Recurring Services		0.00
Third Party Software	59,080.00	11,882.50
Implementation & Education Services	88,912.50	
Equipment	27,288.37	1,857.60
<b>GRAND TOTALS</b>	<b>254,904.03</b>	<b>38,365.25</b>

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## Proposal Summary - All prices are stated in USD

### One Time Fee Summary

Quote Ref.	Product	Software	Third Party Software	Equipment	Impl Services	Education Services	Third Party Services		Net Price
79811-1	Change Healthcare Radiology Solutions	79,623.16	25,660.00	25,362.27	68,812.50	3,150.00	13,200.00		215,807.93
79811-2	Radiology Test		7,420.00	1,926.10	3,750.00				13,096.10
79811-3	Nuance		26,000.00						26,000.00
79811-4	Imaging Analytics				0.00				0.00
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		79,623.16	59,080.00	27,288.37	72,562.50	3,150.00	13,200.00		254,904.03
									Total
Proposal List Price		227,494.75	59,080.00	29,030.18	96,750.00	4,200.00	13,200.00		429,754.93
Proposal Discount		147,871.59		1,741.81	24,187.50	1,050.00			
Discount %		65.00		6.00	25.00	25.00			
<b>Proposal Net Total</b>		<b>79,623.16</b>	<b>59,080.00</b>	<b>27,288.37</b>	<b>72,562.50</b>	<b>3,150.00</b>	<b>13,200.00</b>		<b>254,904.03</b>

### Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services	Third Party Software	Equipment		Net Price
79811-1	Change Healthcare Radiology Solutions	24,625.15		5,346.00	1,857.60		31,828.75
79811-2	Radiology Test			1,336.50			1,336.50
79811-3	Nuance			5,200.00			5,200.00
79811-4	Imaging Analytics		0.00				0.00
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		24,625.15	0.00	11,882.50	1,857.60		38,365.25
							Total
Proposal List Price		41,041.91	0.00	11,882.50	1,857.60		54,782.01
Proposal Discount		16,416.76					

\*Pricing on this quote does NOT include any taxes or duties.

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**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

**Recurring Annual Fees Summary**

Quote Ref.	Product	Software	Services	Third Party Software	Equipment	Net Price
	Discount %	40.00				
	<b>Proposal Net Total</b>	<b>24,625.15</b>	<b>0.00</b>	<b>11,882.50</b>	<b>1,857.60</b>	<b>38,365.25</b>

\*Pricing on this quote does NOT include any taxes or duties.

<b>Customer:</b>	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	<b>Quoted On:</b>	June 7, 2019
<b>Contract:</b>	IWS-282514	<b>Quote Expiry Date:</b>	September 5, 2019
<b>Customer No.:</b>	1080530	<b>Quote Number:</b>	79811
<b>Project:</b>	12.4.1 Update with Server Refresh 2012 R2	<b>Initial CS:</b>	

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## Proposal Notes

Change Healthcare Imaging Analytics for Radiology is provided at no charge to the Customer as part of a promotion in conjunction with the purchase of a Change Healthcare Radiology Solutions Upgrade or new system Change Healthcare Radiology Solutions

This contract requires IWS-224282 which includes additional effort which is required for this upgrade

Mammo Plus 2 with Tomo configuration and training was contracted in IWS-224282.

There is a separate datatility quote/contract that the customer will be purchasing, which is why there are no data move services included on this contract.

This quote includes upgrade to 12.4.1

- Includes Server Refresh:
- Virtual DB to replace PACSDB
- Virtual App Server to replace PACSAPP
- Virtual CRV Server to replace PACSCRV
- Virtual Test Server
- Virtual Care Continuance Server
- Includes Oracle Uplift Licenses to Standard Edition 2 for Production, Test and Care Continuance
- Includes Seamless Integration with Vitrea and implementation of servers below
- Includes 1 VM Management Server for Prod and 1 physical application server for Prod (4 concurrent sessions)
- Includes 1 VM Management Server for Test and 1 Virtual Application server for Test
- Customer is responsible for providing all AV, SQL, MS CAL licenses for Vitrea servers
- Includes training provided by Vitrea for all advanced functionality
- Includes 1 day of training provided by Change Healthcare to rebuild hanging protocols associated with Vitrea

Storage is not included in this quote  
 Requires Archive which is not included in this quote.  
 Includes Change Healthcare Imaging Analytics for Radiology

The 18,571 exams being purchased are in addition to Customer's existing licenses of 71,429 (pending payment of last invoice of 26,429 exams).

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**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

## Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
Servers							
1	2	SER490	74045040	Change Healthcare Radiology Solutions DB/ Care Continuance/NSS Virtual Machine build services	3,000.00	2,250.00	4,500.00
2	2	SER495	74045041	Change Healthcare Radiology Solutions Application/CRV Server Virtual Machine build services	1,750.00	1,312.50	2,625.00
3	1	IMP340	74042303	Change Healthcare Radiology Solutions Test Server remote implementation services - Includes remote basic configuration services	2,000.00	1,500.00	1,500.00
4	1	SER496	74045042	Change Healthcare Radiology Solutions Test Server Virtual Machine build services	3,000.00	2,250.00	2,250.00
5	2	ORC301	72033303	Virtual License Uplift for Oracle SE2 and Diagnostics Pack for MR/CIR/CDE/MRM Primary, Care Continuance or Network Shelter Database - Limited to two virtual sockets or 2 physical sockets. Per instance.	12,830.00	12,830.00	25,660.00
6	1	ORC305	72033309	License including Oracle SE2 and Diagnostics Pack for Radiology Test Database - Limited to two virtual sockets or 2 physical sockets - per instance	7,420.00	7,420.00	7,420.00
7	1	NSU410V2K12R2	80011256	Change Healthcare Radiology Solutions Database Server - Virtual	1,981.42	1,862.53	1,862.53
8	1	SRV600V2K12R2	80011257	Change Healthcare Radiology Solutions Application Server - Virtual	1,983.38	1,864.38	1,864.38
9	1	SRV800V2K12R2	80011258	Change Healthcare Radiology Solutions Clinical Reference Viewer Server - Virtual	1,983.38	1,864.38	1,864.38
10	1	TST400V2K12R2	80011259	Change Healthcare Radiology Solutions Test Server - Virtual	1,983.38	1,864.38	1,864.38

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No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
11	1	NSU100V2K1 2R2	80011255	Change Healthcare Radiology Solutions Integrated Server - up to 200,000 exams per year - Virtual	1,981.42	1,862.53	1,862.53
Vital							
Vitrea Education Units							
12	12	VIT7100	74028202	Vital U Education (1 Unit)	1,100.00	1,100.00	13,200.00
Miscellaneous							
12	158	IMP334	74042300	Change Healthcare Radiology Solutions Remote Implementation Services - hourly - Services to be scheduled during business hours	250.00	187.50	29,625.00
13	1	NIC018	75007490	Change Healthcare Radiology Solutions implementation consulting services - On-site base day	4,200.00	3,150.00	3,150.00
14	1	MAVE	72034084	Vitrea software license - Change Healthcare Radiology Solutions Advanced Visualization Core - Upgrade from previous Vitrea release. Requires Change Healthcare Radiology Solutions 12.4.1 or higher	0.00	0.00	0.00
15	1	SER288	74041267	Change Healthcare Radiology Solutions Care Continuance Server implementation services - does not include project management services	4,000.00	3,000.00	3,000.00
16	1	INS300	74051828	Change Healthcare Radiology Solutions Application Server configuration implementation services - Remote configuration of device	750.00	562.50	562.50
17	2	INS303	74051831	Change Healthcare Radiology Solutions Database configuration implementation services - Remote configuration of device	4,000.00	3,000.00	6,000.00
18	3	UPG037	74052115	Change Healthcare Radiology Solutions TE remote upgrade services - Remote Technical Engineering services for planning, PACS configuration, testing and activation of Change Healthcare Radiology Solutions production environment	5,000.00	3,750.00	11,250.00
19	3	UPG038	74052116	Change Healthcare Radiology Solutions PM remote project management upgrade	5,000.00	3,750.00	11,250.00

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No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
				services - General project management services to coordinate the upgrade			
20	18571	HMI100	72008731	Radiology Software License - includes DICOM image management workflow for Change Healthcare Radiology and Cardiology sources - per annual radiology Exam	12.25	4.29	79,623.16
21	40000	PS360EV-ADD-B01	72031554	Nuance PowerScribe 360 Site Add-on Exam Volume - No Data Integration - Tier B	0.65	0.65	26,000.00
22	1	MRA003	74054725	Change Healthcare Imaging Analytics for Radiology Core Module implementation services. Pricing available only when services delivered simultaneously with new Radiology PACS install or Radiology PACS server upgrade.	0.00	0.00	0.00
23	1	MRA000	74053072	Change Healthcare Imaging Analytics for Radiology Core subscription software license annual fee -per database connection	0.00	0.00	0.00
24	1	VIT215V2K12 R2	80012782	Vitrea Advanced One-User GPU-rendered Application Test Server - Virtual	65.66	61.72	61.72
25	2	VIT100V2K12 R2	80012395	Vitrea Advanced Management Server - Virtual	65.66	61.72	123.44
26	1	VIT200H2K12 R2	80012371	Vitrea Advanced Four-User Render Server - HPE	18,920.22	17,785.01	17,785.01

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 7, 2019

**Contract:** IWS-282514

**Quote Expiry Date:** September 5, 2019

**Customer No.:** 1080530

**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

**Line Item Details**

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
Change Healthcare Radiology Solutions							79811-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Software							
1	18571	HMI100	72008731 73012924	Radiology Software License - includes DICOM image management workflow for Change Healthcare Radiology and Cardiology sources - per annual radiology Exam	4.29	79,623.16	24,625.15
Equipment							
2	1	NSU410V2K1 2R2	80011256 NA	Change Healthcare Radiology Solutions Database Server - Virtual	1,862.53	1,862.53	
3	1	SRV600V2K1 2R2	80011257 NA	Change Healthcare Radiology Solutions Application Server - Virtual	1,864.38	1,864.38	
4	1	SRV800V2K1 2R2	80011258 NA	Change Healthcare Radiology Solutions Clinical Reference Viewer Server - Virtual	1,864.38	1,864.38	
5	1	NSU100V2K1 2R2	80011255 NA	Change Healthcare Radiology Solutions Integrated Server - up to 200,000 exams per year - Virtual	1,862.53	1,862.53	
6	2	VIT100V2K12 R2	80012395 NA	Vitrea Advanced Management Server - Virtual	61.72	123.44	
7	1	VIT200H2K12 R2	80012371 82021103	Vitrea Advanced Four-User Render Server - HPE	17,785.01	17,785.01	1,857.60
Subtotal Equipment :						25,362.27	1,857.60
Third Party Software							
8	2	ORC301	72033303 73031573	Virtual License Uplift for Oracle SE2 and Diagnostics Pack for MR/CIR/CDE/MRM Primary, Care Continuance or Network Shelter Database - Limited to two virtual sockets or 2 physical sockets. Per instance.	12,830.00	25,660.00	5,346.00
9	1	MAVE	72034084 NA	Vitrea software license - Change Healthcare Radiology Solutions Advanced Visualization Core - Upgrade from previous Vitrea release. Requires Change Healthcare Radiology Solutions 12.4.1 or higher		0.00	
Subtotal Third Party Software :						25,660.00	5,346.00
Implementation Services							
10	2	SER490	74045040 NA	Change Healthcare Radiology Solutions DB/Care Continuance/NSS Virtual Machine build services	2,250.00	4,500.00	



**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 7, 2019

**Contract:** IWS-282514

**Quote Expiry Date:** September 5, 2019

**Customer No.:** 1080530

**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

**The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center**  
**Change Healthcare Radiology Solutions**  
**79811-1**

No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
11	2	SER495	74045041 NA	Change Healthcare Radiology Solutions Application/CRV Server Virtual Machine build services	1,312.50	2,625.00	
12	158	IMP334	74042300 NA	Change Healthcare Radiology Solutions Remote Implementation Services - hourly - Services to be scheduled during business hours	187.50	29,625.00	
13	1	SER288	74041267 NA	Change Healthcare Radiology Solutions Care Continuance Server implementation services - does not include project management services	3,000.00	3,000.00	
14	1	INS300	74051828 NA	Change Healthcare Radiology Solutions Application Server configuration implementation services - Remote configuration of device	562.50	562.50	
15	2	INS303	74051831 NA	Change Healthcare Radiology Solutions Database configuration implementation services - Remote configuration of device	3,000.00	6,000.00	
16	3	UPG037	74052115 NA	Change Healthcare Radiology Solutions TE remote upgrade services - Remote Technical Engineering services for planning, PACS configuration, testing and activation of Change Healthcare Radiology Solutions production environment	3,750.00	11,250.00	
17	3	UPG038	74052116 NA	Change Healthcare Radiology Solutions PM remote project management upgrade services - General project management services to coordinate the upgrade	3,750.00	11,250.00	
Subtotal Implementation Services :						68,812.50	
Education Services							
18	1	NIC018	75007490 NA	Change Healthcare Radiology Solutions implementation consulting services - On-site base day	3,150.00	3,150.00	
Third Party Services							
19	12	VIT7100	74028202 NA	Vital U Education (1 Unit)	1,100.00	13,200.00	
<b>Total:</b>						<b>215,807.93</b>	<b>31,828.75</b>

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 7, 2019

**Contract:** IWS-282514

**Quote Expiry Date:** September 5, 2019

**Customer No.:** 1080530

**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

**Line Item Details (Cont'd)**

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
Radiology Test							
79811-2							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Equipment							
1	1	TST400V2K12 R2	80011259 NA	Change Healthcare Radiology Solutions Test Server - Virtual	1,864.38	1,864.38	
2	1	VIT215V2K12 R2	80012782 NA	Vitrea Advanced One-User GPU-rendered Application Test Server - Virtual	61.72	61.72	
Subtotal Equipment :						1,926.10	
Third Party Software							
3	1	ORC305	72033309 73031594	License including Oracle SE2 and Diagnostics Pack for Radiology Test Database - Limited to two virtual sockets or 2 physical sockets - per instance	7,420.00	7,420.00	1,336.50
Implementation Services							
4	1	IMP340	74042303 NA	Change Healthcare Radiology Solutions Test Server remote implementation services - Includes remote basic configuration services	1,500.00	1,500.00	
5	1	SER496	74045042 NA	Change Healthcare Radiology Solutions Test Server Virtual Machine build services	2,250.00	2,250.00	
Subtotal Implementation Services :						3,750.00	
<b>Total:</b>						<b>13,096.10</b>	<b>1,336.50</b>

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 7, 2019

**Contract:** IWS-282514

**Quote Expiry Date:** September 5, 2019

**Customer No.:** 1080530

**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

**Line Item Details (Cont'd)**

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
				Nuance	79811-3		
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Third Party Software							
1	40000	PS360EV-ADD-801	72031554 73030422	Nuance PowerScribe 360 Site Add-on Exam Volume - No Data Integration - Tier B	0.65	26,000.00	5,200.00
<b>Total:</b>						<b>26,000.00</b>	<b>5,200.00</b>

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 7, 2019

**Contract:** IWS-282514

**Quote Expiry Date:** September 5, 2019

**Customer No.:** 1080530

**Quote Number:** 79811

**Project:** 12.4.1 Update with Server Refresh 2012 R2

**Initial CS:**

### Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
Imaging Analytics						79811-4	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Implementation Services							
1	1	MRA003	74054725 NA	Change Healthcare Imaging Analytics for Radiology Core Module implementation services. Pricing available only when services delivered simultaneously with new Radiology PACS install or Radiology PACS server upgrade.		0.00	
Recurring Services							
2	1	MRA000	74053072 NA	Change Healthcare Imaging Analytics for Radiology Core subscription software license annual fee -- per database connection			0.00
<b>Total:</b>						<b>0.00</b>	<b>0.00</b>

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

**ADMINISTRATION :**

Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

**Solution Order**

This Solution Order to Master Relationship Agreement No. MA\_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

**Change Healthcare Technologies, LLC**

**The County of Monterey,  
a political subdivision of the State of  
California, on behalf of Natividad Medical  
Center, an acute care teaching hospital  
owned and operated by the County**

By: AARON GREEN  
Name: Aaron Green  
Title: GM Radiology  
Date: 27-June-19

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### General Terms

1. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
2. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

**EXHIBIT 1**  
**SOLUTIONS AND PRICING**

1. **SOLUTION QUOTE:** See Pricing in following pages.
2. **PAYMENT SCHEDULE:**
  - 2.1. **Software:** Not applicable.
  - 2.2. **Software Maintenance and Support and Managed Services:** Software Maintenance and Support and Managed Services fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.
  - 2.3. **Equipment:** 100% will be invoiced on delivery to Customer.

3. **FACILITIES:**

Customer No.	Data Center Facility	Full Address
1010301	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	1441 Constitution Boulevard, Salinas, CA 93906

Customer No.	Facility	Full Address
1010301	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	1441 Constitution Boulevard, Salinas, CA 93906



## Exhibit 2

### Solution Rider

#### Imaging, Workflow, and Care Solutions

##### 1. Definitions.

"Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

"Exam" means either (a) means a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

"Licensed Volume" means the volume of the usage-based variable identified in the Solution Order.

"Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

"PACS" means any picture archiving and communications system.

2. **Expanded Volume.** The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order. The addition of Facilities to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.
3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 10%, Change Healthcare will invoice Customer for:
  - a. Software license fees for the additional volume; and,
  - b. the associated increase in any recurring Services fees.

#### 4. **Change Healthcare Workflow Intelligence.**

- 4.1. **Connectivity.** CHC does not support any third party PACS products. CHC will have no liability for any disruption to Customer's access to its PACS or any impairment to the operation or functionality of the Change Healthcare Workflow Intelligence Software resulting from a third party's PACS integration efforts. If Customer intends to utilize the Change Healthcare Workflow Intelligence Software in conjunction with a PACS acquired from a third party, then Customer will:
- a. notify the appropriate third party PACS database owner that Customer has authorized CHC to perform integration services; and
  - b. ensure that the third party PACS vendor provides integration capabilities in accordance with CHC's specifications.
- 4.2. **Managed Services for Change Healthcare Workflow Intelligence.** Managed Services for Change Healthcare Workflow Intelligence consists of Implementation Services, consulting services, custom configuration and on-going modification services, superuser training, report customization, and maintenance services for any applicable Equipment provided by CHC for the Change Healthcare Workflow Intelligence solutions identified in the Solution Order ("Managed Services").
- 4.3. **Software Maintenance and Support Required.** An active term for Software Maintenance and Support for Change Healthcare Workflow Intelligence Software is required for Customer to be eligible to receive Managed Services from CHC. Upon any termination or expiration of Software Maintenance and Support for Change Healthcare Workflow Intelligence Software, CHC's obligation to provide and Customer's right to receive Managed Services will automatically terminate. No refunds or credits will be due in the event of an early termination by Customer.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

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### Fees Summary

	<b>One-Time Fees</b>	<b>Annual Recurring Fees</b>
Recurring Services		28,501.90
Software	0.00	6,270.00
Equipment	597.90	
<b>GRAND TOTALS</b>	<b>597.90</b>	<b>34,771.90</b>

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

## Proposal Summary - All prices are stated in USD

### One Time Fee Summary

Quote Ref.	Product	Software	Equipment		Net Price
79661-1	Change Healthcare Workflow Intelligence	0.00	597.90		597.90
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		0.00	597.90		597.90
					Total
Proposal List Price		0.00	597.90		597.90
<b>Proposal Net Total</b>		<b>0.00</b>	<b>597.90</b>		<b>597.90</b>

### Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services		Net Price
79661-1	Change Healthcare Workflow Intelligence	6,270.00	28,501.90		34,771.90
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		6,270.00	28,501.90		34,771.90
					Total
Proposal List Price		6,600.00	30,002.00		36,602.00
Proposal Discount		330.00	1,500.10		
Discount %		5.00	5.00		
<b>Proposal Net Total</b>		<b>6,270.00</b>	<b>28,501.90</b>		<b>34,771.90</b>

\*Pricing on this quote does NOT include any taxes or duties.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

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## Proposal Notes

Includes renewal for 3 workflows

Includes new VM Server for Workflow Intelligence (Windows Server 2016 R2) Prod and Test

Customer to provide AV and SQL Licenses

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

## Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

### The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center

No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
<b>Service Spaces</b>							
1	1	PVU-RQI-TQI	74044984	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Technologist Review - Change Healthcare Workflow Intelligence Initiated - Bundled	0.00	0.00	0.00
2	1	PVU-RAV-PR	74044978	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiologist Peer Review - Advanced - Bundled	0.00	0.00	0.00
3	1	PVU-RAV-ED	74044973	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiology-ED Communication - Advanced - Bundled	0.00	0.00	0.00
4	1	CWI-SWR-150	72030316	Reuse Existing Software license for Change Healthcare Workflow Intelligence Software - Full License - Up to 150,000 Annual Exam Volume - includes 1 test software license, 1 PACS integration and 1 HL7 inbound interface	0.00	0.00	0.00
5	1	PVU-3SB-150	74040662	Change Healthcare Workflow Intelligence Managed Services Bundle - 3 Workflow Bundle - Up to 150,000 Annual Exam Volume - The workflows included in this bundle are listed below	18,712.00	17,776.40	17,776.40
<b>Miscellaneous</b>							
1	1	PVU-1UI-075	74044994	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 75,000 Annual Exam Volume - The workflow included in this bundle is listed below	5,063.00	4,809.85	4,809.85
2	1	PVU-1UI-150	74044995	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 150,000 Annual Exam Volume - The workflow included in this bundle is listed below	6,227.00	5,915.65	5,915.65

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

**The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center**

No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
3	26	CWI100V2K1	80013175	Change Healthcare Workflow Intelligence Quality Workflow Small All-in- One Server - up to 200,000 APV - Virtual	298.95	298.95	597.90

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

**Line Item Details**

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
Change Healthcare Workflow Intelligence							
79661-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Software							
1	1	CWI-SWR-150	72030316 73027895	Reuse Existing Software license for Change Healthcare Workflow Intelligence Software - Full License - Up to 150,000 Annual Exam Volume - includes 1 test software license, 1 PACS integration and 1 HL7 inbound interface		0.00	6,270.00
Equipment							
2	2	CWI100V2K16	80013175 NA	Change Healthcare Workflow Intelligence Quality Workflow Small All-in- One Server - up to 200,000 APV - Virtual	298.95	597.90	
Recurring Services							
3	1	PVU-3SB-150	74040662 NA	Change Healthcare Workflow Intelligence Managed Services Bundle - 3 Workflow Bundle - Up to 150,000 Annual Exam Volume - The workflows included in this bundle are listed below	17,776.40		17,776.40
4	1	PVU-1UI-075	74044994 NA	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 75,000 Annual Exam Volume - The workflow included in this bundle is listed below	4,809.85		4,809.85
5	1	PVU-1UI-150	74044995 NA	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 150,000 Annual Exam Volume - The workflow included in this bundle is listed below	5,915.65		5,915.65
Subtotal Recurring Services :						28,501.90	
Managed Services Spaces							
6	1	PVU-RQI-TQI	74044984 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Technologist Review - Change Healthcare Workflow Intelligence Initiated - Bundled		0.00	
7	1	PVU-RAV-PR	74044978 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiologist Peer Review - Advanced - Bundled		0.00	
8	1	PVU-RAV-ED	74044973 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiology-ED Communication - Advanced - Bundled		0.00	
Subtotal Managed Services Spaces :						0.00	



**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 3, 2019

**Contract:** IWS-229036

**Quote Expiry Date:** September 1, 2019

**Customer No.:** 1080530

**Quote Number:** 79661

**Project:** Workflow Intelligence

**Initial CS:**

**The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center**  
**Change Healthcare Workflow Intelligence** **79661-1**

No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
<b>Total:</b>						<b>597.90</b>	<b>34,771.90</b>

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

<b>ADMINISTRATION :</b>	
<b>Sold To :</b>	<b>Ship To :</b>
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
<b>Bill To:</b>	<b>Paid By:</b>
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

The County of Monterey,  
a political subdivision of the State of California,  
on behalf of Natividad Medical Center,  
an acute care teaching hospital  
owned and operated by the County  
Customer No.: 1080530  
Solution Order No.: IWS-276734  
MRA Contract No.: MA\_201910027122  
May 30, 2019

**Solution Order**

This Solution Order to Master Relationship Agreement No. 201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

**Change Healthcare Technologies, LLC**

By: AARON GREEN  
Name: Aaron Green  
Title: GM Radiology  
Date: 27-June-19

**The County of Monterey,  
a political subdivision of the State of  
California, on behalf of Natividad Medical  
Center, an acute care teaching hospital  
owned and operated by the County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### General Terms

1. **Term.** The initial term will commence on July 1, 2019 and end on June 30, 2024 ("Datatility Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.
2. **Effect of Expiration.** Upon the expiration of the Datatility Term, Change Healthcare shall cease to provide the Datatility Services, and Customer shall pay Change Healthcare all outstanding fees owed.
3. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
4. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace

The County of Monterey,  
a political subdivision of the State of California,  
on behalf of Natividad Medical Center,  
an acute care teaching hospital  
owned and operated by the County  
Customer No.: 1080530  
Solution Order No.: IWS-276734  
MRA Contract No.: MA\_201910027122  
May 30, 2019

**EXHIBIT 1**  
**SOLUTIONS AND PRICING**

1. **SOLUTION PRICING:** See Pricing in following pages.
2. **PAYMENT SCHEDULE:**
  - 2.1. **Implementation and Education Services:** 100% due upon the SO Effective Date
  - 2.2. **Hosted Storage Monthly Fees and Recurring Services Fees:** Monthly storage fees will be invoiced each month during the Term beginning on Equipment delivery.
3. **FACILITIES:**

Customer No.	Facility	Full Address
1080530	The County of Monterey, a political subdivision of the State of California on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

## Exhibit 2

### Solution Rider

#### Datatility

1. **Provision of Services.** The hosted long-term archive and disaster recovery services identified in this Solution Order are hosted and provided by CHC's business partner, Datatility, LLC.
2. **CHC-Owned Equipment.**
  - 2.1. Any equipment provided by CHC ("Equipment") will remain the property of CHC. Customer will install and use the Equipment in accordance with any reasonable written instructions provided by CHC and will maintain the Equipment in the same condition as originally provided by CHC, except for normal wear and tear.
  - 2.2. Customer assumes the entire risk of loss of the Equipment while it is in Customer's possession. Customer will be liable to Change Healthcare for the full replacement value of the Equipment in the event of theft, loss, or damage. Change Healthcare may replace any of the Equipment for maintenance or other service related purposes, with prior written notice to Customer.
  - 2.3. If Customer does not return the Equipment upon replacement for maintenance purposes or upon termination of this Solution Order, Customer will pay CHC any applicable lost/damaged equipment fees at CHC's then-current rates.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 10, 2019

**Contract:** IWS-276734

**Quote Expiry Date:** September 8, 2019

**Customer No.:** 1080530

**Quote Number:** 80042

**Project:** Natividad - Datafility Flat Storage Add On

**Initial CS:**

## Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	14,285.72	
<b>GRAND TOTALS</b>	<b>14,285.72</b>	<b>2,766.40</b>

## Hosted Storage Service pricing

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	IT Solutions Hosted Storage Datafility - Hydra Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Data volume above 200TB will require additional licensing fees, billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	IT Solutions Hosted Storage - Additional 100TB Cloud Storage License for Primary Cloud Controller Appliance - 60 month	660.80

## Current data storage assumptions

The following are the assumptions regarding your current data storage profile and anticipated volume growth. The numbers are based on actual volumes in your current Change Healthcare imaging environment(s) and information provided by the customer on data generated in a non-Change Healthcare environment(s).

Source	Legacy Volume (TB)	Annual data volume last year (TB)
Change Healthcare Radiology Solutions	22.3 (TB)	4.3 (TB)
Change Healthcare Cardiology	9.3 (TB)	2.1 (TB)
Other	0.0 (TB)	0.0 (TB)
Total Volume Requirements	31.6 (TB)	6.4 (TB)
Size of annual data added is assumed to increase annually at:		5.0 (%)

The legacy volume will be moved to the Hosted Storage. Data move services are only included for Change Healthcare Radiology Solutions and Change Healthcare Cardiology applications. Other applications may require separately quoted migration services.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 10, 2019

**Contract:** IWS-276734

**Quote Expiry Date:** September 8, 2019

**Customer No.:** 1080530

**Quote Number:** 80042

**Project:** Natividad - Datafility Flat Storage Add On

**Initial CS:**

**Proposal Summary - All prices are stated in USD**

<b>One Time Fee Summary</b>			
Quote Ref.	Product	Third Party Services	Net Price
80042-1	Hosted Storage	14,285.72	14,285.72
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		14,285.72	14,285.72
			Total
Proposal List Price		14,285.72	14,285.72
<b>Proposal Net Total</b>		<b>14,285.72</b>	<b>14,285.72</b>

<b>Recurring Monthly Fees</b>				
Quote Ref.	Product	Recurring Monthly Services		Net Price
80042-1	Hosted Storage	2,766.40		2,766.40
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		2,766.40		2,766.40
			Total	
Proposal List Price		2,766.40		2,766.40
<b>Proposal Net Total</b>		<b>2,766.40</b>		<b>2,766.40</b>

\*Pricing on this quote does NOT include any taxes or duties.



**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 10, 2019

**Contract:** IWS-276734

**Quote Expiry Date:** September 8, 2019

**Customer No.:** 1080530

**Quote Number:** 80042

**Project:** Natividad - Datafility Flat Storage Add On

**Initial CS:**

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## Proposal Notes

This quote assumes an internet bandwidth availability to this solution of 50 Mbps consistently throughout peak operating days / times.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 10, 2019

**Contract:** IWS-276734

**Quote Expiry Date:** September 8, 2019

**Customer No.:** 1080530

**Quote Number:** 80042

**Project:** Natividad - Datatility Flat Storage Add On

**Initial CS:**

## Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center							
No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
Datatility							
1	1	DTL009	74053470	Hosted Storage - Datatility Base Implementation Services/Setup	10,000.00	10,000.00	10,000.00
2	2	DTL015	74053706	Hosted Storage - Datatility Additional Implementation Services/Setup for Datatility Supplied Physical Gateway	2,142.86	2,142.86	4,285.72
3	1	APP16.0-2019-60	74055566	IT Services Hosted Storage - Primary Physical Cloud Controller 16 TB Appliance, Includes Software and 200TB License - 60 month	1,901.20	1,901.20	1,901.20
4	1		74055576	IT Services Hosted Storage - Secondary Physical Cloud Controller 8 TB Appliance, Includes Software and 200TB License - 60 month	865.20	865.20	865.20

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

**Quoted On:** June 10, 2019

**Contract:** IWS-276734

**Quote Expiry Date:** September 8, 2019

**Customer No.:** 1080530

**Quote Number:** 80042

**Project:** Natividad - Datatility Flat Storage Add On

**Initial CS:**

## Line Item Details

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center							
				Hosted Storage		80042-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Third Party Services							
1	1	DTL009	74053470 NA	Hosted Storage - Datatility Base Implementation Services/Setup	10,000.00	10,000.00	
2	2	DTL015	74053706 NA	Hosted Storage - Datatility Additional Implementation Services/Setup for Datatility Supplied Physical Gateway	2,142.86	4,285.72	
Subtotal Third Party Services :						14,285.72	
Recurring Monthly Services							
3	1	APP16.0-2019-60	74055566 NA	IT Services Hosted Storage - Primary Physical Cloud Controller 16 TB Appliance, Includes Software and 200TB License - 60 month			1,901.20
4	1		74055576 NA	IT Services Hosted Storage - Secondary Physical Cloud Controller 8 TB Appliance, Includes Software and 200TB License - 60 month			865.20
Subtotal Recurring Monthly Services :							2,766.40
<b>Total:</b>						<b>14,285.72</b>	<b>2,766.40</b>

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

**Customer:** The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center **Quoted On:** June 10, 2019

**Contract:** IWS-276734 **Quote Expiry Date:** September 8, 2019

**Customer No.:** 1080530 **Quote Number:** 80042

**Project:** Natividad - Datafility Flat Storage Add On **Initial CS:**

**Hosted Storage Service Fee Annual Estimates - based on Anticipated Volumes over Term length**

<b>Hosted Storage Service fee annual</b>		<b>Term length: 5 years</b>
The estimated fees are based on the estimated/anticipated storage volume over the 5-year Term. Storage costs will differ based on actual storage volumes, and will be calculated as per the payment terms in Part III – Facilities and Payment Schedule Section.		
<b>Contract Year</b>	<b>Volume under Management</b>	<b>Fees</b>
Year 1	37.76 TB	75,047.78
Year 2	44.82 TB	68,963.97
Year 3	52.22 TB	75,197.64
Year 4	60.0 TB	81,742.99
Year 5	68.17 TB	88,615.60
<b>Estimated Total Fees for Five Years</b>		<b>389,567.98</b>

**ADMINISTRATION :**

Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

**Solution Order**

This Solution Order to Master Relationship Agreement No. 201910027122, dated July 1, 2019, ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

**Change Healthcare Technologies, LLC**

By: JoAnna Shore  
Name: JoAnna Shore  
Title: Area Vice President  
Date: June 27, 2019

**The County of Monterey, a political  
subdivision of the State of CA, on behalf of  
Natividad Medical Center, an acute care  
teaching hospital owned and operated by  
the county**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AB  
Abreton  
Dep COCO  
7-15-19

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey 7-15-19

The County of Monterey, a political subdivision of the State of CA,  
on behalf of Natividad Medical Center, an acute care  
teaching hospital owned and operated by the county  
Customer No.: 1010301  
Solution Order No.: 33663  
Quote No.: 164085  
June 27, 2019

<b>Sold To:</b>	<b>Bill To:</b>
The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county
1441 Constitution Boulevard	1441 Constitution Boulevard
Salinas, CA	Salinas, CA
	Attention: Karen Friedrich, Director, Case Management
	Telephone: (831) 772-7497
	E-mail: FriedrichK@natividad.com
<b>Tax Status:</b>	
Taxable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Ship To**:</b>	
See Facility information on Exhibit 1.	**If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Solution Order.
<b>Download Central Administrator:</b>	<b>Customer IRR Administrator:</b>
Sharon Fiola, Interim Case Management Director	Karen Friedrich, Director, Case Management
E-mail: FiolaS@natividad.com	E-mail: FriedrichK@natividad.com

### General Terms

1. **Term.** The initial term of this Solution Order begins on July 1, 2019, and ends on June 30, 2024 (the "Initial Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.
2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
3. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.
4. **Termination of Prior Agreements.** The parties acknowledge and agree that on July 1, 2019 this Solution Order effectively terminates and replaces the following agreements by and between Customer and CHC, including all amendments and attachments thereto (collectively, the "Terminated Agreements"):
  - a) Order Form No. 20559, dated as of May 15, 2014; and
  - b) Order Form No. 25461, dated January 14, 2015.

All rights and obligations of each party under the Terminated Agreements shall be superseded by such party's respective rights and obligations described in the MRA and this Solution Order. Each party represents that it has the requisite authority to effectuate termination of the Terminated Agreements.



**EXHIBIT 1**  
**SOLUTIONS AND PRICING**

**1. SOLUTION TABLE**

<u>Solution Name</u>	<u>Solution Type</u>	<u>Solution Rider</u>	<u>Third Party Solution</u>
InterQual® Acute Adult Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Pediatric Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Rehabilitation Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Adult and Geriatric Psychiatry Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Behavioral Health Procedures Criteria	Clinical Content	Exhibit 2	
InterQual® Retrospective Monitoring Criteria	Clinical Content	Exhibit 2	
InterQual® Learning Basics	Subscription Services	N/A	
InterQual® Interrater Reliability Standard Tests	Subscription Services	Exhibit 2	
InterQual® Review Manager (Non-Production)	Subscription Services	Exhibit 2	
InterQual® Review Manager (SQL)	Subscription Services	Exhibit 2	
InterQual® View (Included)	Software - Term	N/A	
InterQual® View (SQL)	Software - Term	N/A	
AMA CPT Codes IQ	Clinical Content	N/A	X
Oracle JRE	Clinical Content	N/A	X
Oracle OJDBC6 (v11) Driver	Clinical Content	N/A	X
Orion – Symphonia HL7 Interface Enabler	Clinical Content	N/A	X
SAP – Business Objects Crystal Reports – 2008 Runtime	Clinical Content	N/A	X

**2. USAGE METRICS:**

2.1 "Beds" means the number of hospital beds regularly maintained (set up and staffed for use) for inpatients by Customer or a Facility.

2.2 The number of Beds set forth in this Sales Order are not subject to decrease.

The County of Monterey, a political subdivision of the State of CA,  
on behalf of Natividad Medical Center, an acute care  
teaching hospital owned and operated by the county  
Customer No.: 1010301  
Solution Order No.: 33663  
Quote No.: 164085  
June 27, 2019

**3. PAYMENT SCHEDULE:**

**3.1. Software – Term and Subscription Services:** License fees due annually as set forth below.

\$29,735.45*	due on July 1, 2019	Such Fee includes a 15% discount.
\$29,735.45*	due on July 1, 2020	Such Fee includes a 15% discount.
\$29,735.45*	due on July 1, 2021	Such Fee includes a 15% discount.
\$29,735.45*	due on July 1, 2022	Such Fee includes a 15% discount.
\$29,735.45*	due on July 1, 2023	Such Fee includes a 15% discount.

\*Plus additional taxes.

**[FACILITY LISTED ON FOLLOWING PAGE]**

4. FACILITY:

**Facility**

The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr  
1441 Constitution Boulevard  
Salinas, CA 93906

**Attn:** Karen Friedrich, Director, Case Management  
**Tel:** +1 (831) 772-7497  
**E-Mail:** FriedrichK@natividad.com

	Size / Type	Users	No. of Copies
<b>InterQual® Clinical Content</b>			
InterQual® Acute Adult Criteria	123 / Beds	0	
InterQual® Acute Pediatric Criteria	123 / Beds	0	
InterQual® Acute Rehabilitation Criteria	10 / Beds	0	
InterQual® Adult and Geriatric Psychiatry Criteria	22 / Beds	0	
InterQual® Behavioral Health Procedures Criteria	123 / Beds	0	
InterQual® Retrospective Monitoring Criteria	123 / Beds	0	
<b>Software</b>			
InterQual Learning Basics	123 / Beds	0	
InterQual® Interrater Reliability Standard Tests	123 / Beds	0	
InterQual® Review Manager (Non-Production)	123 / Beds	0	
InterQual® Review Manager (SQL)	123 / Beds	0	
InterQual® View (Included)	123 / Beds	0	
InterQual® View (SQL)	123 / Beds	0	
<b>3rd Party</b>			
AMA CPT Codes IQ	123 / Beds	0	
Oracle - JRE	123 / Beds	0	
Oracle OJDBC6 (v11) Driver	123 / Beds	0	
Onon - Symphonia HL7 Interface Enabler	123 / Beds	0	
SAP - Business Objects Crystal Reports - 2008 Runtime	123 / Beds	0	

## Exhibit 2

### Solution Rider

#### Decision Support

This Decision Support Solution Rider is a part of, and incorporated into, the Solution Order to which it is attached and contains terms and conditions that are applicable to certain InterQual Products as identified in the Solution Order.

#### 1. CLINICAL CONTENT

1.1 "Clinical Content" means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Solution Order together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.

1.2 Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software or purchased Subscription Services. Customer's license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software or Subscription Services.

#### 1.3 Copying of Clinical Content.

##### a. Definitions. In this section:

"Member", "Insured", "Participant" and "Beneficiary" are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

"Provider" means a health care professional or facility and a Provider may be referred to as participating, non-participating, contracted, non-contracted or out-of-network to identify whether the Provider has a contractual relationship with an insurance carrier.

b. Permitted Ad-Hoc Disclosures. Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

(i) to a Member included as one of Customer's Covered Lives under Solution Rider when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for the Member;

(ii) to a Member for the sole purpose of satisfying Customer's contractual obligations to report review results;

(iii) to a participating or out-of-network Provider of health care services subject to Customer's medical necessity review and for use in case specific discussions;

(iv) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's medical

necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination

(v) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure;

(vi) pursuant to a judicial order or subpoena (copy to be furnished to CHC by at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, than as soon as possible prior to disclosure.

c. If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and confidential information.

d. Customer's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets and confidential information.

e. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and Customer will maintain and furnish the disclosure/distribution to CHC upon request.

f. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

**CHC's Statement of Disclosure:**

*The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.*

*The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.*

**2. INTERQUAL INTERRATER RELIABILITY LICENSE RESTRICTION**

2.1 Customer may not use the InterQual Interrater Reliability Suite to prepare tests unrelated to the Clinical Content.

**3. PERMITTED PRODUCT INTEGRATIONS**

3.1 Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION SOFTWARE AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MRA OR THIS SOLUTION ORDER.


To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

**Solution Order**

This Solution Order to Master Relationship Agreement No. MA\_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

**Change Healthcare Technologies, LLC**

**The County of Monterey, a political  
subdivision of the State of California, on  
behalf of Natividad Medical Center**

By:   
Name: KEVIN SHIELDS  
Title: VP Sales and Account Management  
Date: 6/27/19

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CHC Notice Address:

Customer Notice Address:

5995 Windward Parkway  
Alpharetta, GA 30005  
Attn: General Counsel

1441 Constitution Boulevard  
Salinas, CA 93906

AB  
ABrester  
Dep Co Co  
7-15-19

Reviewed as to fiscal provisions  
  
Auditor-Controller  
County of Monterey  
7-15-19

### General Terms

1. **Term.** The initial term of this Solution Order begins on July 1, 2019, and ends on June 30, 2024 (the "Initial Term"). Following the Initial Term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.
2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
3. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.
4. This Solution Order is null and void and corresponding offer is no longer valid unless the Amendment No. P201910027576 is signed by the Customer prior to or contemporaneously with this Solution Order.



The County of Monterey, a political subdivision of the State of California,  
on behalf of Natividad Medical Center  
Customer No: 1080530  
Solution Order No. RH-282740  
MRA Contract No.: MA\_201910027122  
June 27, 2019

**EXHIBIT 1**  
**SOLUTIONS AND PRICING**  
[SEE FOLLOWING PAGES]

The County of Monterey, a political subdivision of the State of California,  
on behalf of Natividad Medical Center

Customer No: 1080530

The County of Monterey, a political subdivision of the State of California,  
on behalf of Natividad Medical Center  
Customer Number: 1080530  
Opportunity Number: RH-262740

Solution Order No. RH-262740  
MRA Contract No.: MA\_201910027122  
June 27, 2019

**1. FEES SUMMARY**

	Initial Term	Recurring Services Fees	One-Time Services Fees	Estimated Fees
Subscription Services	5	\$201,112.37	N/A	N/A
<b>GRAND TOTAL:</b>		\$201,112.37	N/A	N/A

The pricing in this Exhibit will expire unless Change Healthcare receives this agreement signed by Customer on or before July 31, 2019.

**2. PAYMENT SCHEDULE**

<b>Subscription Services (Recurring Services Fees):</b>	Subscription: Fees for each module are due monthly commencing on the SO Effective Date.
---------------------------------------------------------	-----------------------------------------------------------------------------------------

**3. QUOTE DETAIL**

<u>Subscription Services</u>							
<u>Product No.</u>	<u>Description of Services</u>	<u>Term Years</u>	<u>Qty</u>	<u>List One-Time Services Fees</u>	<u>Net One-Time Services Fees</u>	<u>List Annual Recurring Fees</u>	<u>Net Annual Recurring Fees</u>
<b>Change Healthcare</b>							
73023292	Clinical Exchange Data Repository Based on OE = \$175M - \$200M	5	Enterprise			\$114,409.00	\$45,339.11
73023293	Repository Data: Health Summaries Based on OE = \$175M - \$200M	5	Enterprise			\$66,239.00	\$29,254.44
73018880	Clinical Exchange Notify Based on OE = \$175M - \$200M	5	Enterprise			\$20,265.00	\$8,393.82
73023302	Clinical Exchange Results Distribution: All Results Based on OE = \$175M - \$200M	5	Enterprise			\$162,000.00	\$118,125.00
<b>Subscription Services Total</b>						<b>\$362,913.00</b>	<b>\$201,112.37</b>

ITEMIZED SUMMARY	<u>Total List One-Time Services Fees</u>	<u>Total Net One-Time Services Fees</u>	<u>Est./T&amp;M List Fee</u>	<u>Est./T&amp;M Net Fee</u>	<u>Total List Annual Recurring Fees</u>	<u>Total Net Annual Recurring Fees</u>
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Subscription Services					\$362,913.00	\$201,112.37
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CONTRACT SUMMARY	
Grand Total Year One	\$201,112.37
Grand Total Year Two	\$201,112.37
Grand Total Year Three	\$201,112.37
Grand Total Year Four	\$201,112.37
Grand Total Year Five	\$201,112.37
TOTAL CONTRACT VALUE	\$1,005,561.85

**Assumptions:**

*Change Healthcare Services are provided through a web-based patient-physician and physician-physician communication platform.*

*Change Healthcare will be responsible for operating and maintaining Change Healthcare Services and the Change Healthcare Site.*

*Change Healthcare Services are hosted on servers owned or maintained by or for Change Healthcare at a Change Healthcare or Change Healthcare approved site.*

*Customer and Customer Users solely are responsible for all servers and other hardware, software, and services needed to connect to the Change Healthcare Site and make use of Change Healthcare Services.*

*Customer, at its own cost and expense, will provide Change Healthcare with the pre-load data requirements for Customer and all Customer Users.*

*Any additional functionality to Change Healthcare Services is not included in the pricing of this service and Customer will need to contract for separately.*

*Pricing is reflective of a 5-year term.*

**4. FACILITIES**

<b>Customer No.</b>	<b>Facility</b>	<b>Full Address</b>
1080530	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	168 W ALISAL ST SALINAS, CA 93901-2439

5. ADMINISTRATION

<p><b>Sold To:</b>  The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center  1441 Constitution Blvd.  Salinas, CA 93906  1080530  Attention:  Telephone:  Fax:</p>	<p><b>Bill To:</b>  The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center  1441 Constitution Blvd.  Salinas, CA 93906  1080530  Attention: Heidi Dormody/ Accounts Payable Department  Telephone: (831) 772-7660  Email: <a href="mailto:accounts payableemail@natividad.com">accounts payableemail@natividad.com</a></p>
<p><b>Paid By:</b>  The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center  1441 Constitution Blvd.  Salinas, CA 93906  1080530  Attention: Rod Ramirez/ Accounts Payable Department  Telephone: (831) 772-7660  Email: <a href="mailto:accounts payableemail@natividad.com">accounts payableemail@natividad.com</a></p>	<p><b>Ship To:</b>  The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center  1441 Constitution Blvd.  Salinas, CA 93906  1080530  Attention: Tim Fitzgerald  Telephone: 831-783-2716  Email: <a href="mailto:fitzgeraldtr@natividad.com">fitzgeraldtr@natividad.com</a></p>

**Amendment**

This Amendment ("Amendment") to the contracts listed in in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of July 1, 2019 ("Amendment Effective Date").

**Amended Agreements**

Contract No./Name:	Effective Date:
RH-80568	February 11, 2014
RSA146015953	February 11, 2014

**Purpose**

CHC and Customer would like to terminate the Agreement and renew the Customer's subscription to the services sold under the Agreement on a new solution order.

The parties agree to the following terms.

**Terms**

1. As of the Amendment Effective Date, both parties' rights and obligations under the Agreement are terminated as of the end of the current term of the Agreement on June 30, 2019 ("Termination Date"). Customer will stop using any Services purchased or licensed under the Agreement on the Termination Date.
2. This Amendment is null and void and corresponding offer is no longer valid unless the Solution Order No. RH-282740 is signed by the Customer contemporaneously with or after this Amendment.
3. Each party releases and forever discharges the other party, its affiliates, officers, directors, agents, successors, and assigns from any claims, actions, causes of action, demands, suits, or damages of any type related to the subject matter of this Amendment resulting from events occurring on or before the Amendment Effective Date.
4. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.
5. This Amendment is the result of compromise, is entered in good faith, and is not an admission of liability or responsibility. The terms of this Amendment are confidential and will not be disclosed by either party except as required by law.

6. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

Change Healthcare Technologies, LLC

The County of Monterey, a political  
subdivision of the State of California, on  
behalf of Natividad Medical Center

By: 

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

Name: KEVIN SHIELDS

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

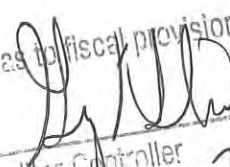
Title: VP Sales + Account Management

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

Date: 6/27/19

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

CB  
CB revertin  
Dep Co Co  
7.15.19

Reviewed as to fiscal provisions  
  
Auditor-Controller  
County of Monterey 7-15-19