

Services Order MHS17469

THIS SERVICES ORDER (the "**Services Order**") to Master Agreement/License Agreement No. License 17438 and any applicable Contract Supplement/Order Form (the "**Agreement**") is effective as of the date executed by both parties (the "**Services Order Effective Date**") between Change Healthcare Technologies, LLC ("**Change Healthcare**") and The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr ("**Customer**"). To the extent that this Services Order conflicts with the Agreement, the terms of this Services Order will control. Where not in conflict, all applicable terms in the Agreement are incorporated herein. The terms of this Services Order will apply only to the Facilities and Services listed herein.

Facilities:

The following Facilities will be provided with the Services listed in this Services Order:

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

Payment Schedule:

Customer will pay the fees as described in Exhibit A. Customer is solely responsible for reporting all discounts or appropriate net prices received from Change Healthcare pursuant to this Services Order on cost reports filed by Customer with any government entity. Unless Customer provides Change Healthcare prior to the Services Order Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, Change Healthcare will invoice Customer for all such taxes applicable to the transactions under this Services Order.

Administration:

Sold To:	Bill To:
The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr 1441 Constitution Boulevard Salinas, CA 93906	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr 1441 Constitution Boulevard Salinas, CA 93906
Attention: Lori McNiel	Attention: Lori McNiel
Telephone: +1 (831) 772-7497	Telephone: +1 (831) 772-7497
Email/Fax: SelvaLA@natividad.com	Email/Fax: SelvaLA@natividad.com
Taxable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Ship To:	
The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr 1441 Constitution Boulevard Salinas, CA 93906	
Attention: Lori McNiel	
Telephone: +1 (831) 772-7497	
Email/Fax: SelvaLA@natividad.com	

Terms & Conditions:

1. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Services Order have the meaning set forth in the Agreement.
2. The Services provided hereunder will be in accordance with the Change Healthcare Implementation Services and Training Guide ("Services Guide"), which may be amended at Change Healthcare's discretion and are incorporated herein by reference. At no time will changes reduce the functionality or services provided. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account Manager or download from Customer Hub.
3. The Services fee does not include Change Healthcare travel-related expenses. Customer is responsible for all reasonable travel-related expenses incurred in connection with the Services as per the Services Guide.
4. Customer acknowledges that Services will be provided only for Facilities licensed under the Agreement.

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EXHIBIT A

SERVICES EXHIBIT

1.0 SERVICE PRICING

Table 1: Services

InterQual Services	Participants	Fee (Year 1)
<u>ILS LOC: InterQual® (Acute)</u> VILT - LOC: InterQual Acute Criteria	Up to 12 participants Material: 75005568	\$2,700.00
Fixed Fee Total:		\$2,700.00

Payment Terms/Services Fees:

\$2,700.00 *due upon receipt of Change Healthcare invoice.

* plus any applicable taxes

2.0 STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services ("Services Guide"). At no time will there be a material change that will reduce or adversely affect the services to be delivered.

3.0 ASSUMPTIONS

- 3.1 Customer will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each additional instructor-led session requested beyond the Change Healthcare recommended number of session(s). Customer will be billed separately for additional participants and/or sessions not covered.
- 3.2 Services are valid for twelve months from the date of execution.
- 3.3 Services will not be carried over from prior years.
- 3.4 Education includes all applicable self-paced education modules.
- 3.5 Applicable self-paced education should be completed prior to virtual session(s).
- 3.6 Customer acknowledges that Services will be provided only for licensed Facilities.

4.0 DEFINITIONS

"Fixed Fee ("FF")" means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.

"New User" refers to staff that are new to the use of InterQual criteria.

"VILT" means virtual instructor-led training. This method of delivering traditional classroom courses using the Internet and teleconferencing technologies whereby the instructor and students are at independent locations.

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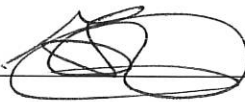
5. If Change Healthcare delivers any software to Customer during the course of Change Healthcare's Services under this Services Order, then such software will be deemed "Software" under the Agreement.
6. This Services Order, together with any attachments and the Agreement, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Pre-printed terms and conditions on or attached to Customer's purchase order will be of no force or effect, even if acknowledged or accepted by Change Healthcare.

Authorization: The pricing contained herein is valid until 5/25/2021.

IN WITNESS WHEREOF, the Parties have caused this Services Order to be executed by their duly authorized representatives.

The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr

Change Healthcare Technologies, LLC

By: 

By: Dana Spiel

Name: Gary R. Gray

Name: Dana Spiel

Title: CEO

Title: Sr. Sales Executive

Date: 3/30/21

Date: 3/30/21

Customer – For Execution:

Change Healthcare no longer requires the exchanging and signing of hard copy contracts. Please fax or email (scanned document) the signed agreement to your sales executive or account manager.

Change Healthcare Technologies, LLC
5995 Windward Parkway
Alpharetta, Georgia 30005
Attn: General Counsel

With a copy to:
Change Healthcare Technologies, LLC
475 Allendale Road
King of Prussia, PA 19406
Attn: Vice President of Product Operations

SAP Number	1010301
Contract Number	MHS17469-M

Reviewed and approved as to form.



Deputy County Counsel
5/26/2021

Reviewed and approved for Fiscal Terms



5-26-2021

Chief-Deputy Auditor-Controller