



**RELAYHEALTH SERVICES AGREEMENT**

RELAYHEALTH SERVICES AGREEMENT (“RHS A”) effective as of the latest date in the signature block below (the “Effective Date”), between RelayHealth, a division of McKesson Technologies Inc., on behalf of itself and the RelayHealth Affiliates (“RelayHealth”), and the customer identified below (“Customer”), consisting of the RHS A Terms and Conditions and all Exhibits, Product Schedules, and Order Forms. This RHS A governs all Products and Services described on a Product Schedule that are licensed or purchased by Customer from RelayHealth in the U.S. during the Term.

The term of this RHS A (“Term”) commences upon execution by the Natividad Medical Center Purchasing Manager. The Initial term will end June 30, 2019, unless earlier terminated as set forth herein.

PRODUCT SCHEDULES	INCLUDED (as of Effective Date)	
Product Schedule 1 (Processing Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 2 (Subscription Services)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Product Schedule 3 (Revenue Cycle Outsourcing Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 4 (RelayCare Software & Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 5 (MedGift Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

This RHS A is executed by an authorized representative of each party.

**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**

**RELAYHEALTH, A DIVISION OF MCKESSON TECHNOLOGIES INC.**

By: *[Signature]*  
 Name: Harry W. Rio  
 Title: CEO  
 Date: 1/13/14  
 Customer PO. No. \_\_\_\_\_

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

Customer Address:  
 168 West Alisal Street, 3<sup>rd</sup> Floor  
 Salinas, CA 93901

RelayHealth Address:  
 5995 Windward Parkway  
 Alpharetta, Georgia 30005  
 Attn: General Counsel

Reviewed as to fiscal provisions

*[Signature]*  
 Auditor-Controller  
 County of Monterey  
 115-14

*[Signature]*  
 A. Breerton  
 1/15/14  
 Deputy County  
 Counsel

## RHSA TERMS AND CONDITIONS

### SECTION 1: DEFINITIONS

1.1 Defined Terms. Capitalized terms in this RHSA or an Order Form have the meanings set forth below, in Exhibit A, or in the Product Schedules.

### SECTION 2: ORDERING PROCESS

2.1 Order Forms. Order Forms will be used to process Customer's license and purchase of Products and Services. The Order Form incorporates the terms and conditions of the applicable Product Schedule. Order Forms may be executed by RelayHealth or any of the RelayHealth Affiliates.

### SECTION 3: PRODUCTS AND SERVICES

3.1 Software and Clinical Content. Software and Clinical Content, if any, will be identified on, and licensed in accordance with the terms of, the applicable Order Form.

3.2 Services.

3.2.1 Processing Services, Subscription Services and RCO Services. Subject to the terms of this RHSA, RelayHealth will provide to Customer those Processing Services, Subscription Services and RCO Services selected by Customer. The duration of the initial term, any renewal options, and other terms and conditions governing use of such Services will be as set forth in the applicable Product Schedule and Order Form.

3.2.2 Implementation Services. Implementation Services, if any, will be identified on the Order Form. RelayHealth will provide such Implementation Services in accordance with the RelayHealth Implementation Services Guide and all other terms included in the Order Form, and Customer will pay for the same at the applicable Implementation Services fee(s) set forth on the Order Form. If: (a) Customer materially fails to comply, or delays in complying, with its obligations set forth in the implementation plan developed by RelayHealth and Customer or (b) any material assumption specified in the implementation plan proves to be untrue, then RelayHealth may change the Implementation Services fees and/or amend the Implementation Services to provide for any change in the costs to RelayHealth or delay to the delivery timetable or change to scope of the implementation. If Customer does not purchase Implementation Services for all Products, Services for those Facilities and/or Data Centers identified in an Order Form, then RelayHealth will have no obligation to implement such Products or Services at such Facility(ies) or Data Center(s). RelayHealth will not grant any credits, refunds, or rights of exchange for any Products or Services that are not implemented.

3.2.3 Professional Services. Any Professional Services to be provided by RelayHealth will be described on statements of work attached to an Order Form. Nothing will preclude or limit RelayHealth from providing Professional Services or developing software or materials for itself or other customers, irrespective of the possible similarity of screen formats, structure, organization and sequence to materials which may be delivered to Customer.

3.2.4 Scope Change. All changes in the scope of Services will be made in accordance with the Change Control Process. The "**Change Control Process**" is as follows: Either RelayHealth or Customer may prepare a written proposal for change(s) to the scope of any Services. If the parties mutually agree to such proposal, then the parties will execute a written amendment to the Order Form documenting such change(s). If the parties do not agree to such proposal, or the parties otherwise fail to execute the amendment, then such change(s) will not take effect.

3.2.5 Services Warranty. RelayHealth warrants that all Services will be performed in a professional manner consistent with industry standards by trained and skilled personnel.

3.2.6 Excluded Provider Warranty. RelayHealth warrants that neither it nor any of its employees assigned to perform material Services under this RHSA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a federal health care program. RelayHealth will notify Customer if RelayHealth becomes aware that it or any of its employees assigned to perform material Services under this RHSA have been excluded or is otherwise ineligible for participation in a federal health care program.

3.2.7 Suspension of Services for Non-Payment. RelayHealth reserves the right to suspend provision of any Services (a) 15 days after notice to Customer of nonpayment of undisputed sums owed to RelayHealth that are 30 days or more past due, where such breach remains uncured, or (b) if RelayHealth determines in its reasonable discretion that such suspension is necessary to comply with any applicable law or order of any governmental authority.

3.3 Use of Products and Services. Customer will use all Products and Services in accordance with the Documentation and in compliance with applicable laws, ordinances, rules and regulations. This RHSA is subject to governmental laws, orders, and other restrictions regarding the export, import, re-export, or use ("**Control Laws**") of the Products and Documentation, including technical data and related information ("**Regulated Materials**"). Customer agrees to comply with all Control Laws pertaining to the Regulated Materials in effect in, or which may be imposed from time to time by, the U.S. or any country into which any Regulated Materials are shipped, transferred, or released. Customer may permit use of the Products or Services by any outsourcing or facility management service provider only with RelayHealth's prior written approval.

3.4 Disclaimer; Exclusive Remedy. THE WARRANTIES IN THIS RHSA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. RELAYHEALTH DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR RELAYHEALTH'S BREACH OF ANY WARRANTY WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY RELAYHEALTH OF THE NONCONFORMING PRODUCT OR SERVICE. IF RELAYHEALTH FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY THAT IS OTHERWISE PERMITTED UNDER THIS RHSA.

#### **SECTION 4: PAYMENT**

4.1 Invoicing Terms. Customer will pay all fees and other charges in U.S. dollars within 35 days after invoice date. Invoices may be issued by RelayHealth or any of the RelayHealth Affiliates.

4.2 Expenses. Prices do not include packing, delivery, and insurance charges, or fees charged by communications common carriers or timesharing suppliers with respect to Processing Services, which will be separately invoiced and paid by Customer. Customer will reimburse RelayHealth for all other reasonable out-of-pocket expenses incurred in the course of providing Services, including travel and living expenses.

4.3 Taxes. All amounts payable under this RHSA are exclusive of sales, use, value-added, withholding, and other taxes and duties (except for taxes payable on RelayHealth's net income). Customer will promptly pay, and indemnify RelayHealth against, all such taxes and duties, unless Customer provides RelayHealth satisfactory evidence of an applicable tax exemption prior to the OF Effective Date.

4.4 Late Payments. RelayHealth may charge Customer interest on any overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Customer will reimburse RelayHealth for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. If Customer does not pay fees, charges, or expenses when due, then RelayHealth may require reasonable advance payments as a condition to providing Products and Services.

4.5 Audit. Upon reasonable advance notice and no more than twice per year, RelayHealth may conduct an audit to ensure that Customer is in compliance with this RHSA. Such audit will be conducted during regular business hours, and Customer will provide RelayHealth with reasonable access to all relevant equipment and records. If an audit reveals that Customer's use of any Product or Service during the period being audited exceeds the number of Facility(ies), Data Center(s) transactions, or usage-based variable(s) described in the Order Form, then RelayHealth may invoice Customer for all such excess use based on RelayHealth's Prevailing Rate(s) in effect at the time the audit is completed, and Customer will pay any such invoice. If such excess use exceeds five percent of the licensed use, then Customer will also pay RelayHealth's reasonable costs of conducting the audit.

4.6 Price Increases. RelayHealth may increase its fees for Software, Clinical Content, Processing Services, Subscription Services and RCO Services once every 12 months upon 60 days written notice to Customer. The amount of such increase will not exceed the lower of the annual percentage increase in the Employment Cost Index or four percent. Price increases are effective as of the next annual, quarterly or monthly payment due date.

## **SECTION 5: GENERAL TERMS**

### **5.1 Confidentiality and Proprietary Rights.**

5.1.1 Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this RHSA, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Section 5.1, or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this RHSA. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this RHSA, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

5.1.2 Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 5.1 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this RHSA and for three years following the termination of this RHSA.

5.1.3 Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 5.1 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 5.1.3 will limit any other remedy available to either party.

5.1.4 Retained Rights. Customer's rights in the Products and Services will be limited to those expressly granted in this RHSA. RelayHealth and its suppliers reserve all intellectual property rights not

expressly granted to Customer. All changes, modifications, improvements or new modules made or developed with regard to the Products or Services, whether or not (a) made or developed at Customer's request, (b) made or developed in cooperation with Customer, or (c) made or developed by Customer, will be solely owned by RelayHealth or its suppliers. Customer acknowledges that the Products contain trade secrets of RelayHealth, and Customer agrees not to take any step to derive a source code equivalent of the Software (e.g., disassemble, decompile, or reverse engineer the Software) or to permit any third party to do so. RelayHealth retains title to all material, originated or prepared for the Customer under this RHSA. Customer is granted a license to use such materials in accordance with this RHSA.

## 5.2 Intellectual Property Infringement.

5.2.1 Duty to Defend. RelayHealth will defend, indemnify, and hold Customer harmless from any action or other proceeding brought against Customer to the extent that it is based on a claim that (a) the use of any RelayHealth Software, Clinical Content, or Services delivered under this RHSA infringes any U.S. copyright or U.S. patent or (b) the RelayHealth Software, Clinical Content, or Services incorporate any misappropriated trade secrets. RelayHealth will pay costs and damages finally awarded against Customer as a result thereof; provided, that Customer (i) notifies RelayHealth of the claim within ten business days, (ii) provides RelayHealth with all reasonably requested cooperation, information and assistance, and (iii) gives RelayHealth sole authority to defend and settle the claim.

5.2.2 Exclusions. RelayHealth will have no obligations under Section 5.2.1 with respect to claims arising from: (a) RelayHealth Software, Clinical Content, or Services modifications that were not performed by RelayHealth or authorized by RelayHealth in writing, (b) custom interfaces, file conversions, or other programming for which RelayHealth does not exclusively develop the specifications or instructions, (c) use of any RelayHealth Software, Clinical Content, or Services in combination with products or services not provided by RelayHealth, if use of the RelayHealth Software or Services alone would not result in liability under Section 5.2.1, or (d) any use of the RelayHealth Software, Clinical Content, or Services not authorized by this RHSA or the Documentation.

5.2.3 Infringement Remedies. If a claim of infringement or misappropriation for which Customer is entitled to be indemnified under Section 5.2.1 arises, then RelayHealth may, at its sole option and expense: (a) obtain for Customer the right to continue using such RelayHealth Software, Clinical Content, or Services, (b) replace or modify such RelayHealth Software or Services to avoid such a claim, provided that the replaced or modified RelayHealth Software, Clinical Content, or Services are substantially equivalent in function to the affected RelayHealth Software, Clinical Content, or Services, or (c) take possession of the affected RelayHealth Software, Clinical Content, or terminate the affected RelayHealth Services, and terminate Customer's rights and RelayHealth's obligations under this RHSA with respect to such RelayHealth Software, Clinical Content, or Services. Upon any such termination, RelayHealth will refund to Customer a pro-rated portion of any prepaid fees with respect to that RelayHealth Software or Services.

5.2.4 Exclusive Remedy. THE FOREGOING ARE RELAYHEALTH'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

## 5.3 Limitation of Liability.

5.3.1 Total Damages. RELAYHEALTH'S TOTAL CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS RHSA WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO RELAYHEALTH UNDER THE APPLICABLE ORDER FORM FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE.

5.3.2 Exclusion of Damages. IN NO EVENT WILL RELAYHEALTH BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS RHSA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT RELAYHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.3.3 Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS RHSA.

5.4 Professional Responsibility and Clinical Content Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY RELAYHEALTH HEREUNDER (WHETHER SEPARATELY OR INCLUDED WITHIN A PRODUCT) IS AN INFORMATION MANAGEMENT AND DIAGNOSTIC TOOL ONLY AND THAT ITS USE CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF TRAINED INDIVIDUALS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT RELAYHEALTH HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CUSTOMER AND RELAYHEALTH, CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CUSTOMER DATA AS INPUT INTO THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT RELAYHEALTH: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE CUSTOMER'S USE OF THE CLINICAL CONTENT, AND (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE CLINICAL CONTENT PROVIDED MAY BE USED BY THE CUSTOMER. THE PARTIES AGREE THAT RELAYHEALTH DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, AND THAT CUSTOMER'S USE OF THE PRODUCTS DOES NOT ABSOLVE THE CUSTOMER OF ITS OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES. RELAYHEALTH MAKES NO WARRANTY AS TO THE NATURE OR QUALITY OF THE CONTENT OF RESULTS, MESSAGES OR INFORMATION SENT BY CUSTOMER, OR ANY THIRD PARTY USERS OF THE SUBSCRIPTION SERVICES.

5.5 Internet Disclaimer. CERTAIN PRODUCTS AND SERVICES PROVIDED BY RELAYHEALTH UTILIZE THE INTERNET. RELAYHEALTH DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. RELAYHEALTH DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM RELAYHEALTH'S OR CUSTOMER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, RELAYHEALTH DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

5.6 Termination.

5.6.1 Termination. A party may terminate the RHSA or any Order Form issued under the RHSA immediately upon notice to the other party if the other party: (a) materially breaches the RHSA or such Order Form and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within 60 days after receiving notice of the breach from the terminating party, (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches the RHSA or such Order Form in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. Termination of any

individual Order Form will not affect the parties' rights and obligations under any other Order Forms executed by the parties prior to such termination or expiration, and all such other Order Forms will remain in full force and effect unless and until terminated in accordance with these terms.

5.6.2 Orderly Transition. Except in the event of termination relating to Customer's material breach or infringement of RelayHealth's intellectual property rights, for a period of up to six months following termination or expiration of an Order Form: (a) RelayHealth will cooperate with Customer in an orderly transition, and (b) Customer will pay RelayHealth fees for any Services that RelayHealth performs for Customer during such period at the Prevailing Rate(s). Except as expressly set forth in this Section, RelayHealth is relieved of its obligation to provide Services to Customer immediately upon termination or expiration of an Order Form.

5.6.3 Obligations upon Termination or Expiration. At the end of any transition period under Section 5.6.2, or the termination or expiration of this RHSA or an Order Form if no transition period applies, Customer will promptly (a) cease using all Software and Clinical Content, (b) purge all Software and Clinical Content from all computer systems (including servers and personal computers), (c) return to RelayHealth or destroy all copies (including partial copies) of the Software and Clinical Content, and (d) deliver to RelayHealth written certification of an officer of Customer that Customer has complied with its obligations in this Section 5.6.3.

5.6.4 Survival of Provisions. Those provisions of this RHSA that, by their nature, are intended to survive termination or expiration of this RHSA will remain in full force and effect, including, without limitation, the following Sections of this RHSA: 4 (Payment), 5.1 (Confidentiality and Proprietary Rights), 5.2 (Intellectual Property Infringement), 5.3 (Limitation of Liability), 5.6.2 (Orderly Transition), 5.6.3 (Obligations upon Termination), 5.6.4 (Survival of Provisions), 5.7 (Books and Records), 5.9 (Discount Reporting) and 5.11 - 5.24 (Governing Law – Entire Agreement).

5.7 Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(l)(i)(ii), for a period of four years after the Services are furnished, the parties agree to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this RHSA and such books, documents, and records as may be necessary to verify the nature and extent of the Services with a value or cost of \$10,000 or more over a twelve month period.

5.8 Discount Reporting. An Order Form may contain a discount that Customer is required to report in its cost reports or another appropriate manner under applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(h). Customer will be responsible for reporting, disclosing and maintaining appropriate records with respect to the discount and making those records available under Medicare, Medicaid or other applicable government health care programs.

5.9 Disposition of Existing Agreements. Any and all existing agreements between Customer and RelayHealth ("**Existing Agreements**") will continue in full force and effect in accordance with their terms. The Existing Agreements will not apply to any Products or Services acquired by Customer on or after the Effective Date, all of which will be governed by this RHSA, except as otherwise agreed by the parties.

5.10 Governing Law. This RHSA is governed by and will be construed in accordance with the laws of the State of Georgia, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Each party agrees that exclusive venue for all actions, relating in any manner to this RHSA will be in a federal or state court of competent jurisdiction located in Fulton County, Georgia. Any action relating to this RHSA, other than collection of outstanding payments, must be commenced within one year after the date upon which the cause of action accrued.

5.11 Assignment and Subcontracts. Customer will not assign this RHSA without the prior written consent of RelayHealth, which will not be unreasonably withheld. RelayHealth may, upon notice to Customer, assign this RHSA to any affiliate or to any entity resulting from the transfer of all or substantially all of RelayHealth's assets or capital stock or from any other corporate reorganization. RelayHealth may subcontract its obligations under this RHSA.

5.12 Severability. If any part of a provision of this RHSA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this RHSA will not be affected.

5.13 Notices. All notices relating to the parties' legal rights and remedies under this RHSA will be provided in writing and will reference this RHSA. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by that party by notice to the sending party.

5.14 Waiver. Failure to exercise or enforce any right under this RHSA will not act as a waiver of such right.

5.15 Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay caused by a Force Majeure Event, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this RHSA.

5.16 Amendment. This RHSA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. After the Effective Date, the parties may amend this RHSA to add additional Product Schedules. Product Schedules will become part of this RHSA upon execution of such amendment by both parties.

5.17 No Third Party Beneficiaries. Except as specifically set forth in an Order Form, nothing in this RHSA will confer any right, remedy, or obligation upon anyone other than Customer and RelayHealth.

5.18 Relationship of Parties. Each party is an independent contractor of the other party. This RHSA will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name. *me* *NW*

5.19 Binding Authority. The parties acknowledge and agree that only ~~a member of~~ the Monterey County Board of Supervisors ("**Board**") or the Board's authorized agents may enter into agreements on Customer's behalf.

5.20 Non-solicitation of Employees. Neither party will directly or indirectly solicit for employment any employee of the other party during the term of the applicable Order Form and for a period of one year thereafter without the written consent of the other party. This prohibition will not apply if an employee answers a party's notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment.

5.21 Publicity. The parties may publicly announce that they have entered into this RHSA and describe their relationship in general terms, excluding financial terms. Neither party will make any other public announcement or press release regarding this RHSA or any activities performed hereunder without the prior written consent of the other party.

5.22 Construction of Agreement. This RHSA will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this RHSA, "will" means "shall," and "include"



means "includes without limitation." The parties may execute this RHSA and each Order Form in one or more counterparts, each of which will be deemed an original and one and the same instrument.

5.23 Conflict Between Agreement and Schedules. In the event of any conflict or inconsistency in the interpretation of this RHSA (including its Product Schedules and all Order Forms executed hereunder), such conflict or inconsistency will be resolved by giving precedence according to the following order: (a) the Order Form, (b) the Product Schedule, (c) the RHSA Terms and Conditions and Exhibits, (d) documents incorporated by reference.

5.24 Entire Agreement. This RHSA, including Product Schedules, Exhibits, Order Forms, and documents incorporated by reference, 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. Terms and conditions on or attached to Customer purchase orders will be of no force or effect, even if acknowledged or accepted by RelayHealth.

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## EXHIBIT A

### DEFINITIONS

**“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 an Order Form, together with any related Documentation. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats.

**“Confidential Information”** means non-public information, including technical, marketing, financial, personnel, planning, and other information that is marked confidential or which the receiving party should reasonably know to be confidential, and will also include the terms of this RHSA. Confidential Information will not include: (a) information lawfully obtained or created by the receiving party independently of the disclosing party’s Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information or PHI (as defined in Exhibit B), the protection of which will be governed by Exhibit B.

**“Customer User”** means all authorized users of the Processing Services and/or Subscription Services, and includes, with respect to the Subscription Services, all Physician Customer Users, and any non-physician staff member or other individual authorized to use the Subscription Services by Customer or any Physician Customer User or by the health care provider group with whom such Physician Customer User is associated (including groups affiliated with or owned by Customer). Customers Users may be, at Customer’s option, employed by Customer (**“Employed Customer Users”**) or affiliated with Customer (**“Affiliated Customer Users”**).

**“Data Center”** means a data center facility located in the U.S. and operated by Customer, RelayHealth or an approved third party so identified in an Order Form.

**“Documentation”** means user guides or operating manuals containing the functional specifications for the Products that RelayHealth provides to Customer, as may be reasonably modified from time to time by RelayHealth.

**“Employment Cost Index”** means the Employment Cost Index for Private Industry, Compensation, Information Industry, Not Seasonally Adjusted (December 2010 = 100).

**“Exhibit”** means any exhibit or attachment to this RHSA or an Order Form.

**“Facility”** means a healthcare facility or health plan located in the U.S. and operated by Customer that is identified in an Order Form.

**“Force Majeure Event”** means any cause beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, or strikes.

**“Generally Available”** means available as a non-development product, licensed or sold by RelayHealth in the general commercial marketplace.

**“Implementation Services”** means the implementation services, training and education listed in an Order Form to be performed by RelayHealth for Customer, which may include services set-up and training.

**“Implementation Services Guide”** means RelayHealth’s written procedures for providing Implementation Services for the applicable Services as set forth in the applicable RelayHealth Implementation Services Guide and related documents, incorporated herein by reference, as may be reasonably modified by RelayHealth from time to time.

**“Live Date”** means the earlier of (a) the date when the Software, System or Service, as applicable, is first available for Productive Use, or (b) the date specified in the applicable implementation plan when the Software, System or Service, as applicable, is intended to be available for Productive Use, except that such date will be extended day-for-day for each day that the Product or Service is not available for Productive Use due to direct fault of RelayHealth.

**“Order Form”** means RelayHealth’s form addendum to this RHSA, duly executed by both parties, pursuant to which Customer may order specific Products or Services.

**“OF Effective Date”** means the effective date of an Order Form, as set forth therein.

**“Physician Customer User”** means a licensed physician that may be, at Customer’s option, a physician employed by Customer (**“Employed Physician Customer User”**) or a physician affiliated with Customer (**“Affiliated Physician Customer User”**). Physician Customer Users will be identified in writing by Customer to RelayHealth

**“Prevailing Rate”** means the RelayHealth standard fee(s) in effect for the applicable Software, Clinical Content, or Services, on the date that the Software, Clinical Content, or Services are to be provided.

**“Product Schedule”** means each of the numbered Product Schedules attached to this RHSA.

**“Productive Use”** means use of Software or Services to process live data.

**“Products”** means Software, Clinical Content, and any other products that RelayHealth provides to Customer pursuant to an Order Form.

**“Professional Services”** means any consulting, programming or other professional services that RelayHealth provides to Customer pursuant to an Order Form.

**“Provider”** means Physicians or Non-physician professionals who are employed by, or under contract, to provide health care services for Customer or its affiliates, whether full or part-time. **“Physician”** means an individual legally licensed to provide healthcare services to patients and includes a medical or dental doctor, optometrist, certified consulting psychologist, osteopath and chiropractor. **“Non-physician professional”** means an individual, who is licensed, certified or otherwise designated to assist physicians in providing healthcare services to patients and includes a nurse practitioner, physician assistant, therapist, technician and social worker.

**“RelayHealth Affiliates”** means any U.S. entities that, now or in the future, are controlled by or under common control with McKesson Technologies Inc., including but not limited to NDCHealth Corporation (but specifically excluding PST Services, Inc.) that license or sell Products or Services described on a Product Schedule to Customer in the U.S. during the Term.

**“Services”** means Implementation Services, Processing Services, Professional Services, Subscription Services, MedGift Services, and any other services that RelayHealth provides to Customer under an Order Form.

**“Services Installation Date”** or **“Software Installation Date”** means the Live Date.

**“Time and Materials Fees”** or **“T&M”** - Time and Materials means that the Services delivered by RelayHealth on a time and materials basis such that the fees payable by Customer will be based on the hours spent by RelayHealth

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 - 1080530  
Contract Number: RSA146015953

multiplied by the applicable hourly rate. RelayHealth may estimate the amount of hours and/or days necessary to provide the services.

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## PRODUCT SCHEDULE 2

### RELAYHEALTH – SUBSCRIPTION SERVICES

The RHSA Terms and Conditions and this Product Schedule 2 apply to all RelayHealth Subscription Services licensed or purchased by Customer under each Order Form referencing this Product Schedule 2.

#### SECTION 1: DEFINITIONS

**“Customer User”** means all authorized users of the Subscription Services, and includes, with respect to the Subscription Services, all Physician Customer Users, and any non-physician staff member or other individual authorized to use the Subscription Services by Customer or any Physician Customer User or by the health care provider group with whom such Physician Customer User is associated (including groups affiliated with or owned by Customer), and may be, at Customer’s option, employed by Customer (**“Employed Customer Users”**) or affiliated with Customer (**“Affiliated Customer Users”**).

**“Marks”** means the trademarks, service marks, logos, trade names and other branding features of Customer or any Customer User (as applicable).

**“Physician Customer User”** means a licensed physician who may be, at Customer’s option, a physician employed by Customer (**“Employed Physician Customer User”**) or a physician affiliated with Customer (**“Affiliated Physician Customer User”**). Physician Customer Users will be identified in writing by Customer to RelayHealth.

**“Subscription Services”** means the Subscription Services provided by RelayHealth that are identified in an Order Form that references this Product Schedule.

#### SECTION 2: TERM

2.1 **Term.** The initial term of the Order Form will commence upon the date of execution of Agreement No. RSA146015953 through June 30, 2019.

#### SECTION 3: SUBSCRIPTION SERVICES

3.1 **Engagement.** RelayHealth will use commercially reasonable efforts to provide, and Customer will accept, the Subscription Services, subject to the following conditions: (i) the Subscription Services may be used only for the benefit of the Facility(ies), (ii) the Subscription Services may be accessed or used only by Permitted Users in the U.S., (iii) use of the Subscription Services may be limited by Facility(ies) or by any usage-based variable(s) specified in an Order Form, (iv) the Subscription Services may be used to provide service bureau or other similar services only if expressly permitted in an Order Form, and (v) use of any Subscription Services provided by a third party is subject to any additional Third Party Terms set forth in an Order Form.

3.2 **Subscription Services Fees/Parameters.** Subscription Services may be used by all Customer Users, but only Physician Customer Users will be counted for purposes of establishing Subscription Services fees. The Subscription Services fees are for the Subscription Services only and do not include any Software license fees or rights to use any RelayHealth Software other than that which may be provided by RelayHealth as part of the Subscription Services.

#### SECTION 4: IMPLEMENTATION, HOSTING AND USE OF SUBSCRIPTION SERVICES

4.1 Implementation. RelayHealth will use commercially reasonable efforts to implement the Subscription Services through hypertext links from the Customer's website. RelayHealth will be responsible for operating and maintaining the Subscription Services and RelayHealth's website (the "RelayHealth Site").

4.2 Hosting. Subscription Services are hosted on servers owned or maintained by or for RelayHealth at a RelayHealth or RelayHealth-approved site, and any services provided by Customer or Customer Users will be hosted on servers or other hardware owned or maintained by or for Customer or Customer Users using software owned or licensed by or for Customer or Customer Users. Customer and Customer Users are solely responsible for all servers and other hardware, software, and services needed to connect to the RelayHealth Site and make use of Subscription Services. Customer will take, and will require all Customer Users to take, all necessary and feasible steps to safeguard the integrity and confidentiality of all data and communications transmitted or stored when using Subscription Services, or when Customer or Customer Users are providing any services using servers or other hardware owned or maintained by or for Customer or Customer Users which are in way related to, or based upon, Subscription Services.

4.3 Use. The use of Subscription Services by Customer Users will be subject to RelayHealth's then-current terms of use entitled "RelayHealth Provider Terms of Use" and posted on the RelayHealth Site ("Terms of Use"). The Terms of Use must be accepted by all Affiliated Customer Users at the time they seek access to Subscription Services at the RelayHealth Site. The Terms of Use will be effective as to Customer, its employees and contractors and all Employed Customer Users upon Customer's execution of the Order Form. Customer will inform its employees and contractors and all Employed Customer Users that their use of Subscription Services is subject to the Terms of Use, and no further acceptance of the Terms of Use will be required by RelayHealth at the time the same seek access to Subscription Services at the RelayHealth Site. The Terms of Use are incorporated herein by this reference, and may be amended by RelayHealth in its sole discretion from time to time. The provisions set forth in this RHSA and each Order Form will control in the event of a conflict with the Terms of Use.

## **SECTION 5: REGISTRATION AND DEACTIVATION PROCESSES**

5.1 Registration Process. Customer, at its own cost and expense, will provide RelayHealth with the pre-load data requirements set forth in the Implementation Services Guide for Customer and all Customer Users, as well as any other information which RelayHealth reasonably requests. Customer represents and warrants that each Physician Customer User for which it provides Pre-Load Requirements is: (a) properly licensed; (b) credentialed in accordance with Customer's standard credentialing process; and (c) required to report changes to his/her license status to Customer within an appropriate time interval. RelayHealth will pre-register Customer Users for Subscription Services based on Customer's licensure certification. RelayHealth will provide to Customer temporary usernames and passwords for each Customer User (the "Temporary Identity"), and a URL designated by RelayHealth for user activation (the "Activation URL"). Customer will authenticate the identity of each Customer User by distributing the Activation URL and Temporary Identity that correlates to each. RelayHealth will accept such authentication by activating the Customer Users who log-on to Subscription Services at the Activation URL using the assigned Temporary Identity.

5.2 Deactivation Process. Customer will notify RelayHealth (i) within two business days of changes to licensure status of any Employed Physician Customer User, (ii) within a commercially reasonable number of business days of changes to licensure status of any Affiliated Physician Customer User, and (iii) of any of the same or any other Customer User who is no longer approved by Customer to use Subscription Services. Upon receipt of such notice, RelayHealth will, as soon as practicable after the date of receipt, and in any event within two business days, use commercially reasonable efforts to deactivate such Customer User.

## **SECTION 6: BRANDING AND CUSTOMER MARKS**

The RelayHealth Site will include a **“Powered by RelayHealth”** logo and related RelayHealth branding. Additionally, the content, appearance, look and feel of the RelayHealth Site and Subscription Services may be changed in a manner mutually agreed upon determined by RelayHealth and Customer to provide the following: (a) if approved by Customer, Customer’s or Customer Users’ Marks, and (b) the trademarks or service marks of certain payers. Customer will provide RelayHealth with electronic files containing the Marks of Customer or of Customer Users (as applicable) to be used per this RHSA. If the use of Customer’s Marks is approved by Customer, Customer grants to RelayHealth, and will require Customer Users (if applicable) to grant to RelayHealth, a worldwide, royalty free, limited, nonexclusive license to use and display Customer’s or Customer Users’ Marks as necessary for RelayHealth to perform its obligations under this RHSA. Customer further grants RelayHealth permission to use Customer’s name and Marks, in such form as Customer provides to RelayHealth upon request, in a list of RelayHealth customers on the RelayHealth Site and in RelayHealth’s marketing material. Customer represents and warrants that there is no basis for any claim of infringement or misappropriation against Customer with respect to the use or license of any of the Marks.

#### **SECTION 7: INDEMNIFICATION**

Notwithstanding anything to the contrary contained in this RHSA or any Order Form, Customer assumes the risk of liability for, and agrees, at its sole expense, to indemnify and hold RelayHealth, the RelayHealth Affiliates, and all other RelayHealth affiliates, safe and harmless against, and will defend the same, their suppliers and their respective affiliates, from and against any and all liabilities, losses, damages, claims and expenses (including legal expenses of any kind and nature) arising out of or relating to directly or indirectly: (a) Customer’s or Customer Users’ negligent use or intentional misuse of Subscription Services, (b) any unauthorized access to Subscription Services or the RelayHealth Site through Customer’s or Customer Users’ websites, or (c) claims of any kind, whether alleged under any contract or agreement, in tort, as strict liability, or under any other theory, made by any Customer User or any third party who has been given access to Subscription Services as a result of this RHSA or any Order Form, or arising out of or resulting from any failure of, or any allegation of failure of, Customer or any Customer User to comply with the terms of this RHSA, any Order Form, or the Terms of Use.

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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 - 1080530  
Contract Number: RH-80568

**ORDER FORM**

**ORDER FORM TO** the respective Product Schedules listed below of RelayHealth Services Agreement RSA146015953, dated (the "RHSA") incorporating all referenced Exhibits, Schedules, and Attachments ("Order Form") effective as of the latest date in the signature block below ("OF Effective Date").

Exhibit	Title
A	Quote
4A	Reserved
4B	RelayHealth – Subscription Services to Product Schedule 2 Terms and Conditions

RelayHealth will include Customer's purchase order number ("PO Number") on invoices sent to Customer if Customer provides a PO Number on or before the OF Effective Date. If the total amount payable by Customer under this Order Form during the initial term of this Order Form equal to or greater than \$10,000, Customer must attach copies of all applicable purchase orders and PO Numbers upon execution. Customer's failure to provide RelayHealth with a PO Number or copies of purchase orders does not suspend or negate any Customer duty, including payment, under this Order Form. RelayHealth will not be bound by any pre-printed terms and conditions on or attached to a Customer purchase order.

The initial term of this Order Form will commence upon execution by the Natividad Medical Center Purchasing Manager and will continue for the period set forth in the fees summary Section of Exhibit A, unless earlier terminated as provided in the RHSA.

In the event the parties fail to execute an RHSA that includes or adds the applicable Product Schedule with or before this Order Form, then this Order Form will be deemed void.

RelayHealth and Customer have each executed this Order Form by and through their respective agents whose signatures appear below. Each signatory hereto represents and warrants that he or she is duly authorized to sign, execute, and deliver this Order Form on behalf of the party he or she represents.

**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**

**RELAYHEALTH**

By: [Signature]  
Name: Harvey Weis  
Title: CEO  
Date: 1/13/14  
Customer PO. No. \_\_\_\_\_

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

Reviewed as to fiscal provisions

[Signature]  
Auditor/Controller  
County of Monterey  
1-15-14

[Signature]  
A. Breeton  
1/15/14  
Deputy County Counsel



**EXHIBIT A**

**Natividad Medical Center  
Customer Number: 1010301  
Opportunity Number: RH-80568  
Quote Number: Q-00021683**

**1. FEES SUMMARY**

	<b>Initial Term</b>	<b>Recurring Fees</b>	<b>One-Time Fees</b>
<b>Subscription Services</b>	Effective date of this Order Form ("OF Effective Date") is the date of execution of the Agreement No. RSA146015953 through June 30, 2019. 65 Months.	<b>See Quote Detail</b>	<b>\$ 114,224.00</b>
<b>GRAND TOTAL:</b>		<b>\$ -</b>	<b>\$ 114,224.00</b>

The pricing in this Exhibit will expire unless RelayHealth receives this agreement signed by Customer on or before 01/31/2014.

**2. PAYMENT SCHEDULE**

<b>Recurring:</b>	Subscription: Fees for each module are due monthly commencing on the OF/CS/SO/Amendment Effective Date.
<b>One-Time:</b>	100% is due on the OF/CS/SO/Amendment Effective Date.
<b>Field Services:</b>	100% is due on the OF/CS/SO/Amendment Effective Date. Field services fees are based on 640 hours, that must be used within 24 months from the OF/CS/SO/Amendment Effective Date. Upon the earlier of the usage of the hours or 24 months from OF/CS/SO/Amendment Effective Date, Customer may purchase additional field services hours at a rate of \$156.60 per hour for the remainder of the initial term under a separate agreement. Upon expiration of the initial term, additional hours must be purchased under a separate agreement at the then current rate.

**3. QUOTE DETAIL**

<u>Product No.</u>	<u>Description of Services</u>	<u>Term Years</u>	<u>Qty</u>	<u>List One Time Fees</u>	<u>Net One Time Fees</u>	<u>List Annual Recurring Fees</u>	<u>Net Annual Recurring Fees</u>
<b>Set-up Fees</b>							
73023294	Repository Data: Health Summaries Setup		1	\$7,500.00	\$6,000.00		
74029124	RelayClinical Notify Set-up		1	\$10,000.00	\$8,000.00		
74036180	RelayClinical Field Services		640	\$111,360.00	\$100,224.00		

<b>RelayHealth Service Subscriptions</b>							
<u>Product No.</u>	<u>Description of Services</u>	<u>Term Years</u>	<u>Qty</u>	<u>List One Time Fees</u>	<u>Net One Time Fees</u>	<u>List Annual Recurring Fees</u>	<u>Net Annual Recurring Fees</u>
73023292	RelayClinical Data Repository By OE - From \$175M to \$200M	5.42	Enterp rise			\$45,339.11	\$45,339.11
73023293	Repository Data: Health Summaries By OE - From \$175M to \$200M	5.42	Enterp rise			\$29,254.44	\$29,254.44
73018880	RelayClinical Notify By OE - From \$175M to \$200M	5.42	Enterp rise			\$8,393.82	\$8,393.82

73023302	RelayClinical Results Distribution: All Results By OE - From \$175M to \$200M	5.42	Enterprise			\$118,125.00	\$118,125.00
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<b>ITEMIZED SUMMARY</b>	<b>Total List One Time Fees</b>	<b>Total Net One Time Fees</b>	<b>Total List Annual Recurring Fees</b>	<b>Total Net Annual Recurring Fees</b>
<b>Subscription Services</b>			\$201,112.37	\$201,112.37
<b>Implementation Services</b>	\$128,860.00	\$114,224.00		

<b>CONTRACT SUMMARY</b>	
<b>Grand Total Year One</b>	\$315,336.37
<b>Grand Total Year Two</b>	\$201,112.37
<b>Grand Total Year Three</b>	\$201,112.37
<b>Grand Total Year Four</b>	\$201,112.37
<b>Grand Total Year Five</b>	\$201,112.37
<b>Grand Total Year Six (Partial Year)</b>	\$83,796.82
<b>TOTAL CONTRACT VALUE</b>	<b>\$1,203,582.67</b>

**Assumptions:**

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

*McKesson will be responsible for operating and maintaining RelayHealth Services and the RelayHealth Site.*

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

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

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

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

*The pricing includes 640 hours of Field Services, billed at \$174 per hour and discounted 10% to Net \$156.60 per hour.*

*Pricing is reflective of a 5 year and 5 month term.*

*With the purchase of Product code 73023293 Repository Data: Health Summaries, All Acute EHRs and 2 Amb EHR connection(s) for use are included.*

*With the purchase of Product code 73018880 RelayClinical Notify, all acute HIS and ED connection for use are included.*

**4. FACILITIES**

<b>Customer No.</b>	<b>Facility</b>	<b>Full Address</b>
1010301	Natividad Medical Center	1441 Constitution Blvd, Salinas, CA 939063100

**5. ADMINISTRATION**

<b>Sold To:</b> Natividad Medical Center 1441 Constitution Blvd Salinas, CA 939063100 1010301 Attention: Telephone: Fax:	<b>Bill To:</b> Natividad Medical Center 1441 Constitution Blvd Salinas, CA 939063100 1010301 Attention: Telephone: Fax:
<b>Paid By:</b> Natividad Medical Center 1441 Constitution Blvd Salinas, CA 939063100 1010301 Attention: Telephone:	<b>Ship To:</b> Natividad Medical Center 1441 Constitution Blvd Salinas, CA 939063100 1010301 Attention: Telephone:

## EXHIBIT 4B

### RELAYHEALTH - SUBSCRIPTION SERVICES

The RHSA Terms and Conditions and this Order Form apply to all RelayHealth Subscription Services licensed or purchased by Customer under each Order Form referencing Product Schedule 2.

#### SECTION 1: TERM

The initial term of this Order Form commences on the OF Effective Date and continues for the duration of the time period indicated in the Fees Summary section of Exhibit A, unless earlier terminated as provided herein or in the RHSA.

#### SECTION 2: SERVICE LEVEL WARRANTY

2.1 Service Level Warranty. RelayHealth warrants to Customer that each month Uptime (as defined herein) will constitute at least ninety percent of Available Time (as defined herein) for Subscription Services. "Uptime" means all times when Subscription Services are running and are available to be accessed by Customer Users as measured by automated site monitoring software operated by RelayHealth ("Monitoring Software"). "Available Time" means the number of hours in any given month less the amount of Downtime related to force majeure, Standard Maintenance Window, internet-wide disruptions, or attributable to Customer. "Downtime" means all times in which the Subscription Services fails HTTP checks, content verification checks, and a service check as measured by the Monitoring Software. "Standard Maintenance Window" means a weekly maintenance period between 10:00 PM and 2:00 AM Pacific time every Tuesday and a second optional period between 6:00 p.m. Saturday and 2:00 a.m. Sunday, or as may be scheduled from time to time with twelve hours prior notice to the Customer. At Customer's request, RelayHealth will provide to Customer a monthly report (which may be provided electronically) by the fifteenth day of each month regarding RelayHealth service level warranty performance for the preceding month.

2.2 Service Level Warranty Credit. If, per the Monitoring Software, RelayHealth breaches the service level warranty set forth in Section 2.1 above, RelayHealth will issue a credit against any fees payable by Customer to RelayHealth. Such credit will be ten percent of the RelayHealth Subscription Fees described in the applicable RelayHealth Order Form, pro-rated on a monthly basis ("Allowable Credit Fees") for any month in which Uptime falls below ninety-eight percent of Available Time; provided, however, that for any month in which Uptime falls below ninety percent of Available Time, the credit will be increased to fifty percent of Allowable Credit Fees, and for any month in which Uptime falls below seventy-five percent of Available Time, the credit will be increased to one hundred percent of Allowable Credit Fees. This is RelayHealth's entire obligation and liability and Customer's sole and exclusive remedy for any inability to access or use Subscription Services.

#### SECTION 3: SUPPORT SERVICES FOR RELAYCLINICAL RESULTS

##### 3.1 Service Levels.

3.1.1 Support Line. During the term of this Order Form, Customer will have access to a customer support line staffed by RelayHealth personnel with knowledge of the RelayClinical Results or Results Manager Subscription Services. Customer will have access to the RelayClinical Results or Results Manager Subscription Services during RelayHealth's normal business hours, which currently run from 4:30 a.m. through 5:30 p.m. Pacific Standard Time ("Normal Business Hours").

3.1.2 After Hours Support. After hours support is available to all customers of the RelayClinical Results or Results Manager Subscription Services. Currently after hours support consists of a paging protocol. After hours calls are redirected to our answering service. The calls are triaged and issues defined as urgent, by Customer, are paged for service to a technical representative.

3.1.3 Other Support. RelayHealth will apply commercially reasonable efforts to (a) answer questions related to the use of the RelayClinical Results or Results Manager Subscription Services, (b) correct any program errors that fall into one of the three categories specified below and are reproducible by RelayHealth, and (c) provide work-around solutions to problems in accordance with applicable specifications and product manuals, provided, however, that such program errors have not been introduced through modifications made by Customer.

### 3.2 Categories of Problems and Responses.

3.2.1 Errors. Three classes of program errors are provided for, and RelayHealth will respond to such errors during Normal Business Hours as follows:

3.2.2 Level 1 Critical Issue. RelayClinical Results or Results Manager Subscription Services fail to function in accordance with published specifications for the RelayClinical Results or Results Manager Subscription Services and Customer is unable to proceed without a fix to the problem or a work-around solution provided by RelayHealth (no functionality, e.g., system down).

3.2.3 Critical Issue. Category problems will be directly reported to RelayHealth Customer Support by telephone at numbers provided by RelayHealth.

(a) RelayHealth will initially respond to Customer within one business hour of receipt of the CRITICAL ISSUE program error by RelayHealth. This response will inform Customer of the current status of the problem and an estimated time to resolution. In addition, RelayHealth will provide twice daily status updates until the problem has been fixed. The Customer Support Representative assigned to the problem will use all commercially reasonable efforts to reduce the CRITICAL ISSUE program error to a Level 3 MAJOR ISSUE WITH A WORKAROUND program error. If this is not accomplished within four hours from notification of the error by Customer, then the issue will be escalated within RelayHealth to reduce the Level 1 CRITICAL ISSUE program error to a Level 2 MAJOR ISSUE WITHOUT A WORKAROUND program error.

3.2.4 Level 2 Major Issue Without A Workaround. The RelayClinical Results or Results Manager Subscription Services contain major functional problems against published specifications which Customer is able to work around but to the extent that the RelayClinical Results or Results Manager Subscription Services can only be used to a limited degree (partial or limited functionality).

3.2.5 Level 2 Major Issue Without A Workaround. Category problems will be directly reported to RELAYHEALTH Customer Support by telephone.

(a) RelayHealth will initially respond to Customer within two business hours of receipt of the Level 2 MAJOR ISSUE WITHOUT A WORKAROUND program error. This response will inform Customer of the current status of the issue and of the plan to correct the problem. RelayHealth will also provide daily status updates until the problem has been fixed. RelayHealth will work directly with Customer until they are successful in correcting the identified problem. RelayHealth may elect to provide a fully supported temporary modification or workaround to the program in the short term, with a permanent modification included in the next scheduled release of the Service or Product.

3.2.6 Level 3 Major Issue With A Workaround. Service or documentation contains incorrect logic, incorrect descriptions, or functional problems which Customer is able to work around or where a temporary correction has been implemented (fully functional but needs improvement).

(a) Level 3 Major Issue with a Workaround issues will be directly reported to RelayHealth Customer Support by telephone. RelayHealth's response to the Major Issue with a Workaround category will be to provide commercially reasonable efforts to schedule the personnel and effort required to solve the problem. The correction of such errors will be prioritized based on business and customer requirements. RelayHealth may elect to include the modification in the next scheduled



release of the Service or Product. RelayHealth will initially respond to Customer within one business day of receipt by RelayHealth of the issue. This response will inform Customer of the current status of the issue and of the plan to correct the problem.

#### **SECTION 4: OBLIGATIONS OF CUSTOMER FOR INTEGRATIONS AND INTEROPERABILITY FOR RELAYCLINICAL**

4.1 Customer's Designated Staff. Customer agrees to establish its own central support location, through which it will channel all communication and information/update exchange with RelayHealth regarding the RelayClinical Results or Results Manager Subscription Services. RelayHealth will provide RelayClinical Results or Results Manager Subscription Services under this Order Form solely to Customer through the central support location, and will not be responsible for supporting Customer's individual sites, affiliates or customers. Customer will designate up to three representatives as designated staff (it is Customer's duty to keep the three names current) with access to Customer Support. Customer is responsible for providing RelayHealth with the current and correct names of these three representatives.

4.2 Staff Training. Customer will maintain an adequate number of personnel trained in the technical support and functional aspects of the RelayClinical Results or Results Manager Subscription Services.

4.3 Customer Sign-off. Customer sign-off is required following a successful integration implementation.

4.4 Unavailability of Funds. For purposes of this Order Form, McKesson agrees to comply with California Code relating to the unavailability of funds. Both parties agree that, following the first twelve (12) months from the Order Form Effective Date, should funds become unavailable because of Monterey County Board of Supervisors' failure to continue to fund Customer's obligations under this Order Form, then this Order Form will be terminated thereafter immediately upon written notice by Customer to McKesson without penalty. Upon such termination, Customer agrees to remit all amounts due and payable up to and including the termination date of this Order Form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
00053 -MCK-GAWU-12-13      GLAL   WC      MEDMA		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> MCKESSON MEDICATION MANAGEMENT, LLC ATTN: DIANE PERRY-MOORE 7115 NORTHLAND TERRACE SUITE 500 BROOKLYN PARK, MN 55428		INSURER A : Golden State Insurance Co Ltd      3191144 INSURER B : Old Republic Insurance Co      24147 INSURER C : ACE Property And Casualty Ins Co      20699 INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002070330-16      **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		064-1-80101-2012	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB 21542  SELF INSURED FOR PHYSICAL DAMAGE	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		XOOG24803229	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC11741100 MWXS967 \$100K SIR for CT, NV, OH, WA	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED PROVIDED, HOWEVER, THAT A WRITTEN CONTRACT REQUIRING THAT THE CERTIFICATE HOLDER BE AN ADDITIONAL INSURED EXISTS.

<b>CERTIFICATE HOLDER</b> NATIVIDAD MEDICAL CENTER ATTN: CONTRACT MANAGEMENT DEPARTMENT 1441 CONSTITUTION BOULEVARD SALINAS, CA 93812	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Linda J. Miner <i>Linda J. Miner</i>
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AGENCY CUSTOMER ID: 00053  
LOC #: San Francisco



### ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED MCKESSON MEDICATION MANAGEMENT, LLC ATTN: DIANE PERRY-MOORE 7115 NORTHLAND TERRACE SUITE 500 BROOKLYN PARK, MN 55428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE GENERAL LIABILITY POLICY (084-1-80101-2012) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.