COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 13-306	Name:	McKesson CPACS Board Order Correction
Type:	BoS Agreement	Status:	Consent Agenda
File created:	12/26/2013	In control:	Board of Supervisors
On agenda:	5/13/2014	Final action:	
Title:	Approve and authorize additional funding of $260,208, to increase the not to exceed contract amount of the Agreement (No.A-12525) with McKesson Inc. for Horizon Cardiology Picture Archiving and Communication System (CPACS) Services, at Natividad Medical Center (NMC) from $694,461 to $954,669 for the period August 1, 2013 through June 30, 2019.		
Sponsors:	Sid Cato		
Attachments:	1. Attachment 1 - McKesson Cardiology Agreement Full Cost Breakdown Sheet, 2. Attachment 2 McKesson Cardiology (CPACS) Agreement, 3. Completed Board Order		

| History (0) | Board Report |

Title
Approve and authorize additional funding of $260,208, to increase the not to exceed contract amount of the Agreement (No.A-12525) with McKesson Inc. for Horizon Cardiology Picture Archiving and Communication System (CPACS) Services, at Natividad Medical Center (NMC) from $694,461 to $954,669 for the period August 1, 2013 through June 30, 2019.

Report
RECOMMENDATION:

It is recommended the Board of Supervisors approve and authorized additional funding of $260,208, to increase the not to exceed contract amount of the Agreement (No.A-12525) with McKesson Inc. for Horizon Cardiology Picture Archiving and Communication System (CPACS) Services, at Natividad Medical Center (NMC) from $694,461 to $954,669 for the period August 1, 2013 through June 30, 2019.

SUMMARY/DISCUSSION:

On July 30, 2013, the Board of Supervisors approved Agreement (No.A-12525) for a total maximum liability of $694,461, for the period August 1, 2013 to June 30, 2019. It has come to the hospital's attention that $260,208 in project costs were omitted from both the Title and Recommendations sections of the July 30, 2013 Board Report, which resulted in an incorrect recommendation to the Board to approve the Agreement with a total maximum liability of $694,461 while the total project costs were $954,669. NMC did fully itemize these costs in the originally attached Exhibit A to the Agreement, and these costs were mentioned in the original Summary/Discussion section of the Board Report submitted with that Agreement.

NMC seeks to correct its error by requesting the Board to approve the additional funding of $260,208.

For a full Cost breakdown for this Agreement see Attachment 1.

The previously approved board report and order for the Agreement (No. A-12525) is attached as Attachment 2 for reference purposes.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees. The CAO-Budget and Analysis Division has advised to inform the BOS the spending authority (appropriations) associated with NMC's FY 2014 Adopted Budget has been exceeded and approval and authorization for modification of NMC's appropriation budget should be presented to the BOS. Since NMC is an Enterprise Fund, this does not prevent continued expenditures and is not a legal requirement, but it is considered good public policy, transparency and fiscal management.

FINANCING:

The cost for this Agreement is $954,669 plus 10% of the previously approved amount ($694,461) for up to three future Amendments not to exceed $69,446 for a total of $1,024,115.
$181,763 is included in the Fiscal Year 2013/2014 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. NMC is confirming its appropriations position and if its spending authority has been exceeded will return to the Board.
.
There is no impact to the General Fund.

Prepared by: Jim Fenstermaker, Senior IT Strategist, 783-2559
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Previously approved Agreement, Full Cost Breakdown Spread Sheet (Attachment 1), July 30, 2013 Board Report and Order (Attachment 2).

Attachments on file with the Clerk to the Board's Office

..Title
a. Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with McKesson Inc. for Horizon Cardiology Picture Archiving and Communication System (CPACS) Services at NMC in an amount not to exceed $694,461for the period August 1, 2013 to June 30, 2019.
b. Authorize the NMC Purchasing Manager to execute up to three (3) amendments to this Agreement where the total amendments do not exceed 10% of the original contract amount ($69,446.00) and do not significantly change the scope of work.

..Report
RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with McKesson Inc. for Horizon Cardiology Picture Archiving and Communication System (CPACS) Services at NMC in an amount not to exceed $694,461for the period August 1, 2013 to June 30, 2019.
b. Authorize the NMC Purchasing Manager to execute up to three (3) amendments to this Agreement where the total amendments do not exceed 10% of the original contract amount ($69,446.00) and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

In October of 2011 this board approved the agreement with McKesson Technologies Inc. for the Horizon Medical Imaging Radiology, Picture Archiving and Communication System or (PACS). The PACS System provides a totally digital environment for the distribution of images off-site i.e. physicians offices and improves image sharing within the hospital.

This request is a new agreement for the NMC Cardiology Department's equivalent system providing implementation, education and maintenance for the digital imaging of patient Echocardiograph (echo) Studies. The capital purchase of the equipment (hardware/software) has been previously approved. Together, the implementation, hardware, software and maintenance services, convert the Cardiology Department into the same digital environment as radiology, for the storage and distribution of echo sonogram studies. This digital imaging will be available throughout the hospital and to off-site locations i.e. physician's offices, clinics with state of the art resolution of echo results.

This Software implementation and Equipment Maintenance Agreement includes the first year of maintenance services at no charge. Subsequent maintenance payments are based on an annual fee of $94,323 with a 4% maximum increase based on the Employment Cost Index (ECI) prepared by the Bureau of Labor Statistics as is the Consumer Price Index (see Maintenance *Services 2014 through 2019 Spreadsheet* attached).

Cost breakdown for this Agreement is as follows:

 $77,363 for Professional Services for Installation and Education of the Basic System Software; and
$104,400 for Professional Services for Installation and Education of Horizon Cardiology Reports (CIS) Software; and
$512,698 for total of five years and ten months of Software and Equipment Maintenance as described above; and
$694,461 for a total of all Services, including Installation, Education, Software/Equipment and Maintenance.

Total costs for the project are $954,669.00, which includes the aforementioned above plus the following previously purchased software/hardware;

$145,850 System Software
$28,918 System Equipment
$85,440 CIS Software

For a full list of itemized costs please see Exhibit A (page 4 of 45) in the Agreement Attached.

NMC is requesting an additional 10% contingency to the Agreement (not to exceed $69,446) to the original contract amount to cover any additional training or "add-on" software that may become available after the initial implementation of the system.

The Agreement with McKesson includes a non-appropriations clause that makes the County's obligation for payment beyond the current fiscal year end contingent upon and limited by the availability of funding from the Board of Supervisors from which payment can be made.

SECTION 2: LACK OF FUNDING

2.1   Customer obligation for payment of this Order Form beyond the current fiscal year end is contingent upon and limited by the availability of Customer funding from the Monterey County Board of Supervisors which payment can be made. No legal liability on the part of Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Customer shall immediately notify McKesson in writing; and this Order Form shall be deemed terminated and have no further force and effect. Customer acknowledges and agrees that all fees due under this Order Form will be paid in advance pursuant to the terms and conditions herein and no fees will be refunded to Customer in the event of early termination of this Order Form.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Agreement is $694,461 plus a 10% future Amendment amount not to exceed $69,446 for a total of $763,907. $181,763 is included in the Fiscal Year 2013/2014 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Jim Fenstermaker, Senior IT Strategist, 783-2559
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, Maintenance Services 2014 through 2019 Spreadsheet
Attachments on file with the Clerk to the Board's Office

Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12525

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with McKesson Inc. for Horizon Cardiology Picture Archiving and Communication System (CPACS) Services at NMC in an amount not to exceed $694,461 for the period August 1, 2013 to June 30, 2019.
b. Authorized the NMC Purchasing Manager to execute up to three (3) amendments to this Agreement where the total amendments do not exceed 10% of the original contract amount ($69,446.00) and do not significantly change the scope of work.

PASSED AND ADOPTED on this 30th day of July 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on July 30, 2013.

Dated: July 30, 2013
File Number: A 13-148

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
                    Deputy

MAINTENANCE SERVICES ONLY

THE COUNTY OF MONTEREY 5-YR PERIOD MNT

2014-2015   August 1, 2014 to June 30, 2015

Contract Supplement Number	Quotes	Product	Installation Date	Service Maintenance Start Date	Service Maintenance End Date	Pro-rated months	Software Maintenance Fee	Hardware Maintenance Fee	3rd Party SW MNT - HC Fee	Total Maintenance Fee
1-1AG0YR_PS2	C12CP1109-09	HC-CPACS	1-Aug-13	1-Aug-14	30-Jun-15	10.98	$ 51,884	$ 1,987	$ 675	$ 54,546
1-1AG0YR_PS2	C12TS1109-09	HC-TEST	1-Aug-13	1-Aug-14	30-Jun-15	10.98	$ -	$ 661	$ -	$ 661
1-1AG0YR_PS2	C12CS1109-09	HC-CIS	1-Aug-13	1-Aug-14	30-Jun-15	10.98	$ 30,966	$ -	$ 139	$ 31,105
Budgetary Maintenance Fees August 1, 2014 to June 30, 2015							$ 82,850	$ 2,648	$ 814	$ 86,312

2015-2016   July 1, 2015 to June 30, 2016   ESTIMATED ECI   4%

Contract Supplement Number	Quotes	Product	Installation Date	Service Maintenance Start Date	Service Maintenance End Date	Pro-rated months	Software Maintenance Fee	Hardware Maintenance Fee	3rd Party SW MNT - HC Fee	Total Maintenance Fee
1-1AG0YR_PS2	C12CP1109-09	HC-CPACS	2-Jan-13	1-Jul-15	30-Jun-16	12.03	$ 59,130	$ 2,264	$ 770	$ 62,164
1-1AG0YR_PS2	C12TS1109-09	HC-TEST	2-Jan-13	1-Jul-15	30-Jun-16	12.03	$ -	$ 753	$ -	$ 753
1-1AG0YR_PS2	C12CS1109-09	HC-CIS	1-Aug-13	1-Jul-15	30-Jun-16	12.03	$ 35,290	$ -	$ 159	$ 35,449
Budgetary Maintenance Fees July 1, 2015 to June 30, 2016							$ 94,420	$ 3,017	$ 929	$ 98,366

2016-2017   July 1, 2016 to June 30, 2017   ESTIMATED ECI   4%

Contract Supplement Number	Quotes	Product	Installation Date	Service Maintenance Start Date	Service Maintenance End Date	Pro-rated months	Software Maintenance Fee	Hardware Maintenance Fee	3rd Party SW MNT - HC Fee	Total Maintenance Fee
1-1AG0YR_PS2	C12CP1109-09	HC-CPACS	2-Jan-13	1-Jul-16	30-Jun-17	12.00	$ 61,495	$ 2,355	$ 801	$ 64,651
1-1AG0YR_PS2	C12TS1109-09	HC-TEST	2-Jan-13	1-Jul-16	30-Jun-17	12.00	$ -	$ 783	$ -	$ 783
1-1AG0YR_PS2	C12CS1109-09	HC-CIS	1-Aug-13	1-Jul-16	30-Jun-17	12.00	$ 36,702	$ -	$ 165	$ 36,867
Budgetary Maintenance Fees July 1, 2016 to June 30, 2017							$ 98,197	$ 3,138	$ 966	$ 102,301

2017-2018   July 1, 2017 to June 30, 2018   ESTIMATED ECI   4%

Contract Supplement Number	Quotes	Product	Installation Date	Service Maintenance Start Date	Service Maintenance End Date	Pro-rated months	Software Maintenance Fee	Hardware Maintenance Fee	3rd Party SW MNT - HC Fee	Total Maintenance Fee
1-1AG0YR_PS2	C12CP1109-09	HC-CPACS	2-Jan-13	1-Jul-17	30-Jun-18	12.00	$ 66,513	$ 2,547	$ 866	$ 69,926
1-1AG0YR_PS2	C12TS1109-09	HC-TEST	2-Jan-13	1-Jul-17	30-Jun-18	12.00	$ -	$ 847	$ -	$ 847

1-1AG0YR_PS2	C12CS1109-09	HC-CIS	1-Aug-13	1-Jul-17	30-Jun-18	12.00	$	39,696	$	-	$	178	$	39,874
Budgetary Maintenance Fees July 1, 2017 to June 30, 2018							$	**106,209**	$	**3,394**	$	**1,044**	$	**110,647**

2018-2019	July 1, 2018 to June 30, 2019						ESTIMATED ECI		4%					
Contract Supplement Number	Quotes	Product	Installation Date	Service Maintenance Start Date	Service Maintenance End Date	Pro-rated months	Software Maintenance Fee		Hardware Maintenance Fee		3rd Party SW MNT - HC Fee		Total Maintenance Fee	
1-1AG0YR_PS2	C12CP1109-09	HC-CPACS	2-Jan-13	1-Jul-18	30-Jun-19	12.00	$	69,173	$	2,649	$	900	$	72,722
1-1AG0YR_PS2	C12TS1109-09	HC-TEST	2-Jan-13	1-Jul-18	30-Jun-19	12.00	$	-	$	881	$	-	$	881
1-1AG0YR_PS2	C12CS1109-09	HC-CIS	1-Aug-13	1-Jul-18	30-Jun-19	12.00	$	41,284	$	-	$	185	$	41,469
Budgetary Maintenance Fees July 1, 2018 to June 30, 2019							$	**110,457**	$	**3,530**	$	**1,085**	$	**115,072**

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: MA135605204

MCKESSON

MCKESSON MASTER AGREEMENT

MCKESSON MASTER AGREEMENT ("MA") effective _____, 2013 (the "**Effective Date**"), between McKesson Technologies Inc., on behalf of itself and the McKesson Affiliates ("**McKesson**"), and the customer identified below ("**Customer**"), consisting of the MA Terms and Conditions and all Exhibits, Product Schedules, and Order Forms. This MA governs all Products and Services described on a Product Schedule that are licensed or purchased by Customer from McKesson in the U.S. during the Term.

The term of this MA ("**Term**") commences on the Effective Date and continues until termination or expiration of each Order Form executed hereunder, unless earlier terminated as set forth herein.

PRODUCT SCHEDULES	INCLUDED (as of Effective Date)	
Product Schedule 1 (Hospital Solutions)	Yes ☐	No ☒
Product Schedule 2 (McKesson Cardiology)	Yes ☒	No ☐
Product Schedule 3 (Automation Solutions)	Yes ☐	No ☒
Product Schedule 4A (RelayHealth – Processing Services)	Yes ☐	No ☒
Product Schedule 4B (RelayHealth – Subscription Services)	Yes ☐	No ☒
Product Schedule 4C (RelayHealth – Revenue Cycle Outsourcing Services)	Yes ☐	No ☒
Product Schedule 4D (RelayHealth – RelayCare Software)	Yes ☐	No ☒
Product Schedule 4E (RelayHealth - MedGift Services)	Yes ☐	No ☒
Product Schedule 5 (Claims Performance and Medical Management Solutions)	Yes ☐	No ☒
Product Schedule 6 (Physician Practice Solutions)	Yes ☐	No ☒
Product Schedule 7 (Homecare)	Yes ☐	No ☒

This MA 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

By: _____
Name: Harry Weis
Title: CEO
Date: 6/11/13

Customer PO. No. _____
Customer Address:
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Reviewed as to fiscal provisions

May 17, 2013   Auditor Controller
County of Monterey

MCKESSON TECHNOLOGIES INC.

By: _____
Name: WARREN S. EDWARDS, Ph.D
Title: VP, Enterprise Imaging Services
Date: JUNE 6, 2013

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

APPROVED AS TO FORM AND LEGAL

By: _____ COUNTY COUNSEL
COUNTY OF MONTEREY

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: MA135605204

	MTI	MAI	MHS
Customer Number	1080530	TBD	TBD
Contract Number	MA135605204	TBD	TBD

The County of Monterey, a political subdivision of
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Medical Center, an acute care teaching hospital
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Contract Number: MA135605204

MA TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

1.1   Defined Terms. Capitalized terms in this MA 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 McKesson Technologies Inc. or any of the McKesson Affiliates.

SECTION 3: PRODUCTS AND SERVICES

3.1   Software and Clinical Content.

   3.1.1   License Grant.

       (a)   Perpetual License.   Subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, nonexclusive, nontransferable, non-sublicensable, perpetual license to use the Software and Clinical Content identified on an Order Form as "Perpetual" for Customer's internal purposes. Unless otherwise set forth in an Order Form, all licenses to use McKesson Software are Perpetual.

       (b)   Term License. For any Software or Clinical Content identified on an Order Form as "term" or as a "term license" (or for any Clinical Content provided pursuant to Product Schedule 5, if any), subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, nonexclusive, nontransferable, non-sublicensable, license to use such Software or Clinical Content for Customer's internal purposes for the license term specified in the Order Form ("Term License"). Unless otherwise set forth in the Order Form, the license fee payable during any renewal period will be the Prevailing Rate.

       (c)   The license grants in Sections 3.1.1(a) and 3.1.1(b) are expressly subject to the following conditions: (i) the Software may be installed only on equipment located at the Facility(ies) or Data Center(s) or on Portable Device(s), (ii) the Software and Clinical Content may be accessed or used only by Permitted Users in the U.S., (iii) use of the Software and Clinical Content may be limited by Facility(ies), Data Center(s) or by any usage-based variable(s) specified in an Order Form, (iv) the Software and Clinical Content may be used to provide service bureau or other similar services only if expressly permitted in an Order Form, and (v) the Third Party Software is subject to any additional terms set forth in an Order Form. Customer may copy the Software and Clinical Content as reasonably necessary to exercise its license rights under this Section 3.1, including a reasonable number of copies for testing and backup purposes.

   3.1.2   ASP Software License. For any Software identified on an Order Form as "ASP Software", subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable license to use the object code version of the ASP Software in accordance with the Documentation for the ASP Term and any Renewal ASP Term (as defined below) solely for the benefit of Permitted Users. Subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable, term license to install, operate and use the object code version of the Site Software, if any, solely in order to enable Customer to receive and use the ASP Services, on Customer's equipment that meets the minimum requirements identified by McKesson.   The initial term of the ASP Services will be for the number of years set forth in the Order Form (the "Initial ASP Term"). Following the expiration of the

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Initial ASP Term, subject to Customer's continued payment of applicable fees, McKesson will continue to provide Customer with ASP Services for successive, automatically renewable one year periods (each a **"Renewal ASP Term"**), unless either party provides the other party with written notice of termination no less than three months prior to the end of the then-current term.

3.1.3 Software Warranties.

(a) Warranty. McKesson warrants that (i) McKesson Software will perform in all material respects in accordance with the functional specifications set forth in the Documentation, (ii) the McKesson Software will operate together with the versions of the applicable Third Party Software specified in the Order Form, and such operation will include the integration features described in the Documentation, and (iii) McKesson has the authority to license or sublicense the Software and sell the Equipment identified in an Order Form. These warranties will not apply (1) if Customer operates the Software on equipment other than Equipment or Third Party Equipment that McKesson certifies, (2) if anyone other than McKesson or its authorized third party supplier modifies the Software, (3) if Customer uses a version of the Software other than one of the two most current releases, or (4) during any period of time, Customer has discontinued Maintenance Services or is past due on any undisputed license, Maintenance Services or Implementation Services fees.

(b) Testing. Customer may test the Software or System to ensure that it performs in all material respects in accordance with the functional specifications set forth in the Documentation. Such testing will begin on the Software or System delivery date and end 30 days after the Software Installation Date or System Installation Date, as applicable (the **"Testing Period"**), unless, prior to the expiration of the Testing Period, Customer provides McKesson with a reasonably detailed written report identifying a material and reproducible nonconformity of the Software or System with its functional specifications as set forth in the Documentation. In such event, the Testing Period will continue until McKesson corrects all such nonconformities identified in the error report to the extent necessary for the Software or System to perform in all material respects in accordance with the functional specifications set forth in the Documentation.

(c) No Viruses. McKesson warrants that the Software, as delivered, does not include any viruses or malicious code.

(d) Third Party Software. Third Party Software is subject to, and Customer agrees to be bound by, the Third Party Terms. Third Party Software is licensed for use only in connection with the related McKesson Software. McKesson may substitute different Software for any Third Party Software licensed to Customer, if McKesson reasonably demonstrates the need to do so.

3.1.4 Software License Restrictions.

(a) Copying and Modification. Customer will not copy or modify the Software except as expressly permitted in this MA. Customer will not alter any trademark, copyright notice, or other proprietary notice on the Software or Documentation, and will duplicate each such trademark or notice on each copy of the Software and Documentation.

(b) Facility Limitation. The Software will be installed only at the Facility(ies) or Data Center(s), except that the Software may be installed on a temporary basis at an alternate location in the U.S. if Customer is unable to use the Software at such Facility(ies) or Data Center(s) due to equipment malfunction or Force Majeure Event. Customer will promptly notify McKesson of the alternate location if such temporary use continues for longer than 30 days.

3.1.5 Government Customer Rights.
If this MA is performed under a federal government contract, then McKesson intends that any Products or Services provided under this MA constitute "commercial item(s)" as defined in Federal Acquisition Regulation ("FAR") 2.101, including any Software,

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Clinical Content, Site Software, Third Party Software, Documentation or technical data. Additionally, all Software, Site Software, Third Party Software, Documentation, or technical data provided by McKesson under this MA will be considered related to such "commercial item(s)". If Customer seeks rights in Software, Site Software, Third Party Software, Documentation, or technical data provided by McKesson under this MA, then McKesson grants only those rights established under any FAR or FAR Supplement clauses which are flowed down to McKesson under this MA consistent with the delivery of "commercial item(s)." If Customer contends that any Software, Site Software, Third Party Software, Documentation, or technical data provided under this MA does not constitute "commercial item(s)" as defined in FAR 2.101, then Customer promptly will notify McKesson of the same, and identify what rights Customer contends exist in such Software, Site Software, Third Party Software, Documentation, or technical data. No rights in any such Software, Site Software, Third Party Software, Documentation, or technical data will attach other than rights related to "commercial item(s)" unless Customer provides such notice to McKesson, and McKesson expressly agrees in writing that such rights are granted under this MA.

3.2   Services.

3.2.1   Maintenance Services. Subject to payment of Maintenance Services fees (as set forth in an Order Form), McKesson will provide Maintenance Services to Customer in accordance with the McKesson Support Manual.

(a)   Software Maintenance Services. Unless otherwise set forth in the respective Product Schedule or Order Form, the initial term for Software Maintenance Services (the "**Initial SWM Term**") begins on the applicable Order Form Effective Date and continues (i) for Perpetual Software licenses, for five years, and (ii) for Term Software licenses, for the initial term as set forth in the Order Form. For Perpetual Software licenses, the Initial SWM Term will renew only upon mutual written agreement of the parties. McKesson will invoice Customer for Software Maintenance Services annually in advance for each 12-month period. Termination is effective as of the next annual payment due date, and no refund or credit will apply in the event of early termination of Software Maintenance Services. Annual Software Maintenance Services fees will be prorated on a 365-day calendar year.

(b)   Equipment Maintenance Services. The initial term for Equipment Maintenance Services and any renewal option will be set forth in the Order Form.

3.2.2   Implementation Services. Implementation Services, if any, will be identified on the applicable Order Form. If Customer does not purchase Implementation Services for the Products, Services and Facilities identified in an Order Form, then McKesson will have no obligation to implement such Products or Services at such Facility(ies) or Data Center(s). McKesson will not grant any credits, refunds, or rights of exchange for Software, Services, or Equipment related to any Products or Services that are not implemented. Customer will pay for all Additional Services fee(s) set forth on McKesson's invoices.

3.2.3   Professional Services. Any Professional Services to be provided by McKesson will be described on statements of work attached to an Order Form. Nothing will preclude or limit McKesson 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   Subscription Services. Subject to the terms of this MA, McKesson will provide Subscription Services to Customer. The duration of the initial term, any renewal options, and other terms and conditions governing use of the Subscription Services will be as set forth in the applicable Product Schedule and Order Form.

3.2.5   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 McKesson or Customer

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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.

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

3.2.7   Excluded Provider Warranty. McKesson warrants that neither it nor any of its employees assigned to perform material Services under this MA 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. McKesson will notify Customer if McKesson becomes aware that it or any of its employees assigned to perform material Services under this MA have been excluded or is otherwise ineligible for participation in a federal health care program.

3.2.8   Suspension of Services. McKesson reserves the right to suspend provision of any Services (a) 10 days after notice to Customer of nonpayment of undisputed sums owed to McKesson that are 30 days or more past due, where such breach remains uncured, or (b) if such suspension is necessary to comply with any applicable law or order of any governmental authority.

3.2.9   Customer Responsibilities.   McKesson's provision of Services is dependent on Customer fully performing any Customer responsibilities identified in any Product Schedule or Order Form to this MA, including but not limited to, providing mutually agreed-upon access to servers for McKesson via the McKesson CareBridge™ Secure Extranet or other McKesson-supported options.

3.3   Equipment.

3.3.1   Purchase and Sale of Equipment. Subject to the terms of this MA, McKesson agrees to sell to Customer, and Customer agrees to purchase from McKesson, the Equipment specified on an Order Form.

3.3.2   Equipment Delivery. Title and all risk of loss or damage to Equipment (excluding Third Party Software) will pass to Customer upon Delivery. "Delivery" for shipped Equipment is FOB Origin, Freight Prepaid & Added to Customer's invoice. McKesson will invoice on Delivery. McKesson will not place any order for Equipment before Customer confirms it is ready to receive the Equipment. Once the order is placed by McKesson, the order becomes firm and non-cancelable. Equipment is not returnable except for warranty repairs.

3.3.3   Partial Shipments and Substitutions.   McKesson may make partial shipments of Equipment, to be separately invoiced and paid for when due. Delay in delivery of any installment will not relieve Customer of its obligation to accept any subsequent installments. McKesson may substitute Equipment (based on availability at time of purchase) with manufacturer recommended replacements that are of equal or better performance. Any resulting price change will be reflected in Customer's invoice. Customer acknowledges that Software releases listed on Equipment configurations in an Order Form are for Equipment configuration purposes only and may represent future versions of the Software that Customer may receive, if and when available, as part of Software Maintenance Services.

3.3.4   Equipment Warranties. McKesson warrants that the Equipment, when installed, will conform in all material respects to its published functional specifications and will be in good working order.

3.3.5   Site Preparation. Customer agrees to prepare the Facility(ies) or Data Center(s), at Customer's sole expense, for installation of the Equipment (including any required cabling) and Software

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in accordance with the applicable McKesson Site Preparation Guide, and Customer will provide all assistance reasonably required by McKesson to install and configure the Equipment and Software.

3.4   Customer Information. McKesson will configure the Products and provide the Implementation Services according to the information provided by Customer so that the Products included in the Order Form are sufficient for such included Software and Systems to perform in all material respects in accordance with the functional specifications set forth in the Documentation. If the information provided by Customer is incorrect, then Customer may need to purchase additional Products and Implementation Services to achieve full Software or System functionality.

3.5   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 MA 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 McKesson's prior written consent.

3.6   Disclaimer; Exclusive Remedy. THE WARRANTIES IN THIS MA 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. MCKESSON 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 MCKESSON'S BREACH OF ANY WARRANTY WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY MCKESSON OF THE NONCONFORMING PRODUCT OR SERVICE. IF MCKESSON FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY THAT IS OTHERWISE PERMITTED UNDER THIS MA.

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 McKesson Technologies Inc. or any of the McKesson Affiliates.

4.2   Expenses. Prices do not include packing, delivery, and insurance charges, or fees charged by third parties with respect to Processing Services, which will be separately invoiced and paid by Customer. Customer will reimburse McKesson 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 MA are exclusive of sales, use, value-added, withholding, and other taxes and duties (except for taxes payable on McKesson's net income). Customer will promptly pay, and indemnify McKesson against, all such taxes and duties, unless Customer provides McKesson satisfactory evidence of an applicable tax exemption prior to the Order Form Effective Date.

4.4   Late Payments. McKesson may charge Customer interest on any undisputed 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 McKesson for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any undisputed overdue amounts. If Customer does not pay undisputed fees, charges, or expenses when due, then McKesson may require reasonable advance payments as a condition to providing Products and Services.

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4.5   Audit. Upon reasonable advance notice and no more than twice per year, McKesson may conduct an audit to ensure that Customer is in compliance with this MA. Such audit will be conducted during regular business hours, and Customer will provide McKesson 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, portable devices, or other usage-based variable(s) described in the Order Form, then McKesson may invoice Customer for all such excess use based on McKesson'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 McKesson's reasonable costs of conducting the audit.

4.6   Price Increases. McKesson may increase its fees for Maintenance Services, Technology Services, Processing Services, Subscription Services, any Term license fees 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 MA, 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 MA. 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 MA, 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 MA and for three years following the termination of this MA.

        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 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 MA. McKesson 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 McKesson or its suppliers. Customer acknowledges that the Products contain trade secrets of McKesson, 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

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do so. McKesson retains title to all material, originated or prepared for the Customer under this MA. Customer is granted a license to use such materials in accordance with this MA.

5.2   Intellectual Property Infringement.

5.2.1   Duty to Defend. McKesson 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 McKesson Software or Automation Product (other than Third Party Software) delivered under this MA infringes any U.S. copyright or U.S. patent or (b) the McKesson Software or Automation Product (other than Third Party Software) incorporates any misappropriated trade secrets. McKesson will pay costs and damages finally awarded against Customer as a result thereof; provided, that Customer (i) notifies McKesson of the claim within ten business days, (ii) provides McKesson with all reasonably requested cooperation, information and assistance, and (iii) gives McKesson sole authority to defend and settle the claim.

5.2.2   Exclusions. McKesson will have no obligations under Section 5.2.1 with respect to claims arising from: (a) McKesson Software or Automation Product modifications that were not performed by McKesson or authorized by McKesson in writing, (b) custom interfaces, file conversions, or other programming for which McKesson does not exclusively develop the specifications or instructions, (c) use of any McKesson Software or Automation Product in combination with products or services not provided by McKesson, if use of the McKesson Software or Automation Product alone would not result in liability under Section 5.2.1, or (d) any use of the McKesson Software or Automation Product not authorized by this MA 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 McKesson may, at its sole option and expense: (a) obtain for Customer the right to continue using such McKesson Software or Automation Product, (b) replace or modify such McKesson Software or Automation Product to avoid such a claim, provided that the replaced or modified McKesson Software or Automation Product is substantially equivalent in function to the affected McKesson Software or Automation Product, or (c) take possession of the affected McKesson Software or Automation Product and terminate Customer's rights and McKesson's obligations under this MA with respect to such McKesson Software or Automation Product. Upon any such termination, McKesson will refund to Customer a prorated portion of the fees paid for that McKesson Software or Automation Product based upon a period of depreciation equal to the Initial SWM Term or initial Term license period, as applicable, with depreciation deemed to have commenced on the corresponding Software Installation Date, if any, or the corresponding date of delivery.

5.2.4   Exclusive Remedy. THE FOREGOING ARE MCKESSON'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. MCKESSON'S TOTAL CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA WILL BE LIMITED TO (A) WITH RESPECT TO ANY PRODUCT, THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO MCKESSON UNDER THE APPLICABLE ORDER FORM FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR (B) WITH RESPECT TO ANY SERVICE, THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO MCKESSON UNDER THE APPLICABLE ORDER FORM FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, AS APPLICABLE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE.

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5.3.2   Exclusion of Damages. IN NO EVENT WILL MCKESSON BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA 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 MCKESSON 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 MA.

5.4   Professional Responsibility and Clinical Content Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY MCKESSON 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 MCKESSON 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 MCKESSON, CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CUSTOMER DATA AS INPUT INTO THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT MCKESSON: (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 MCKESSON 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. MCKESSON 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 MCKESSON UTILIZE THE INTERNET. MCKESSON DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. MCKESSON DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM MCKESSON'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, MCKESSON DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE ABOVE EVENTS.

5.6   Termination.

5.6.1   Termination. A party may terminate the MA or any Order Form issued under the MA immediately upon notice to the other party if the other party: (a) materially breaches the MA 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 MA 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 the MA or any Order

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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 McKesson's intellectual property rights, for a period of up to six months following termination or expiration of an Order Form: (a) each Product license will continue, together with Customer's obligation to pay fees, (b) McKesson will cooperate with Customer in an orderly transition, and (c) Customer will pay McKesson fees for any Services that McKesson performs for Customer during such period at the Prevailing Rate(s). Except as expressly set forth in this Section, McKesson 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 MA 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 McKesson or destroy all copies (including partial copies) of the Software and Clinical Content, and (d) deliver to McKesson 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 MA that, by their nature, are intended to survive termination or expiration of this MA will remain in full force and effect, including, without limitation, the following Sections of this MA: 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(v)(l)(i) and (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 MA 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   Business Associate. The parties agree to the obligations set forth on Exhibit B – Business Associate Agreement ("BAA"). The BAA shall exclusively govern all access to and use of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act.

5.9   Discount Reporting. The transaction covered by an Order Form may involve a discount, rebate or other price reduction on the items covered by the Order Form. Customer may have an obligation to report such price reduction or the net cost in its cost reports or in another appropriate manner in order to meet the requirements of 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(g) and (h). Customer will be responsible for reporting, disclosing, and maintaining appropriate records with respect to such price reduction or net cost and making those records available under Medicare, Medicaid, or other applicable government health care programs.

5.10   Disposition of Existing Agreements. Any and all existing agreements between Customer and McKesson ("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 MA, except as otherwise agreed by the parties.

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5.11   Governing Law. This MA 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 MA will be in a federal or state court of competent jurisdiction located in Fulton County, Georgia. Any action relating to this MA, other than collection of outstanding payments, must be commenced within one year after the date upon which the cause of action accrued.

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

5.13   Severability. If any part of a provision of this MA 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 MA will not be affected.

5.14   Notices. All notices relating to the parties' legal rights and remedies under this MA will be provided in writing and will reference this MA. 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.

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

5.16   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 MA.

5.17   Amendment. This MA 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 MA to add additional Product Schedules. Product Schedules will become part of this MA upon execution of such amendment by both parties. For avoidance of doubt, this MA may not be amended via electronic mail or other electronic messaging service.

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

5.19   Relationship of Parties. Each party is an independent contractor of the other party. This MA 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.

5.20   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.

5.21   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.

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

5.23   Construction of Agreement. This MA will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this MA, "will" means "shall," and "include" means "includes without limitation." The parties may execute this MA and each Order Form in one or more counterparts, each of which will be deemed an original and one and the same instrument.

5.24   Conflict Between Agreement and Schedules. In the event of any conflict or inconsistency in the interpretation of this MA (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 MA Terms and Conditions and Exhibits, (d) documents incorporated by reference.

5.25   Entire Agreement. This MA, 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 McKesson.

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EXHIBIT A

DEFINITIONS

"**Additional Services**" means all out-of-scope Implementation Services provided by McKesson as requested by Customer. Additional Services are not included in Fixed Fee Services; Additional Services may be provided on a Time and Materials or Fixed Fee basis.

"**ASP**" means Application Service Provider.

"**ASP Services**" means the ASP Software and related McKesson hardware, Software Maintenance Services and Implementation Services.

"**ASP Software**" means any McKesson Software licensed to Customer for use remotely by accessing the Software located on the McKesson hardware, as indicated on the Order Form.

"**Automation Product**" means any McKesson product licensed and sold to Customer under an Order Form to Product Schedule 3 and identified on such an Order Form under the heading "**McKesson Product**," which is comprised of Equipment, if any, Software, and Third Party Software and Third Party Equipment if applicable.

"**Clinical Content**" means medical, clinical, or billing and coding information such as terminology, vocabularies, 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 and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Examples of Clinical Content include the InterQual® Clinical Decision Support Criteria, Clinical Evidence Summaries, KnowledgePacks, Horizon Intelligent Coding™ - ED Facility Coding, Horizon Intelligent Coding™ - Physician Coding, and Medical Necessity Content. Clinical Content may be either (a) owned by McKesson or (b) Third Party Clinical Content.

"**Concurrent User**" means a Permitted User identified by a unique user ID issued by Customer that is one user out of a maximum number of users permitted to access the Software simultaneously.

"**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 MA. 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.

"**Data Center**" means a data center facility located in the U.S. and operated by Customer, McKesson 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 McKesson provides to Customer, as may be reasonably modified from time to time by McKesson.

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

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"**Enhancements**" means enhancements or new releases of the Software, Documentation, Clinical Content, or Services providing new or different functionality that are separately priced and marketed by McKesson.

"**Equipment**" means hardware, computer equipment, (including any Third Party Equipment) and Third Party Software identified in an Order Form as Equipment that Customer purchases from McKesson.

"**Equipment Maintenance Services**" means repair or replacement of any defective Equipment. McKesson will provide Equipment Maintenance Services itself or through its agents or Third Party Vendors (e.g., Hewlett Packard). Equipment Maintenance Services do not include updates or upgrades to any firmware.

"**Exhibit**" means any exhibit or attachment to this MA 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 by McKesson in the general commercial marketplace.

"**Implementation Services**" means the implementation services, training and education listed in an Order Form to be performed by McKesson for Customer, which may include software loading, data conversion, software interface services, software testing assistance, Equipment installation, services set-up, and training.

"**Live Date**" means Software Installation Date.

"**Maintenance Services**" means the Software Maintenance Services, the Equipment Maintenance Services, and the Automation Product Maintenance Services. Maintenance Services do not include services required as a result of (a) improper use, abuse, accident or neglect, including Customer's failure to maintain appropriate environmental conditions for the Products, or (b) modifications or additions to the Products.

"**McKesson 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 McKesson Automation Inc., McKesson Health Solutions LLC, and 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.

"**McKesson Implementation Services Guide**" means McKesson's written procedures for providing Implementation Services for the applicable Products, Third Party Products, or Services as set forth in the applicable implementation services guide(s) and related documents, incorporated herein by reference, as may be reasonably modified by McKesson from time to time.

"**McKesson Site Preparation Guide**" means McKesson's applicable written guide or written instructions as to the preparation of Customer's Facility(ies) or Data Center(s) prior to installation and the maintenance of Customer's Facility(ies) or Data Center(s) following installation, incorporated herein by reference, as may be reasonably modified from time to time by McKesson.

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"**McKesson Software**" means any McKesson-owned Software licensed to Customer under an Order Form.

"**McKesson Support Manual**" means McKesson's written Maintenance Services procedures for the applicable Product or Service as contained in the applicable support manual, incorporated herein by reference, as may be reasonably modified from time to time by McKesson.

"**Medical Necessity Content**" means rules, including diagnosis and procedure code pairs developed by the Centers for Medicare and Medicaid Services and Medicare Administrative Contractors, related to Medicare payment eligibility for medical services, treatment procedures, and medical technologies, including medical necessity determination.

"**Order Form**" means McKesson's form addendum to this MA, duly executed by both parties, pursuant to which Customer may order specific Products or Services.

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

"**Permitted User**" means any individual, whether on-site at a Facility or from a remote location, (a) Customer employee, (b) consultant or independent contractor who has need to use the Products or Services based upon a contractual relationship with Customer, so long as (i) such consultant or independent contractor is not a McKesson competitor, (ii) Customer remains responsible for use of the Products or Services by such consultant or independent contractor, and (iii) such consultant or independent contractor is subject to confidentiality and use restrictions at least as strict as those contained in this MA, (c) physician with admitting privileges at a Facility, (d) employee of such physician, and (e) medical professional authorized to perform services at a Facility.

"**Portable Devices**" means, with respect to Software that is licensed on a per device basis, the number of laptops, PDAs, handhelds or other similar portable devices for which the applicable Software is licensed, as indicated on an Order Form.

"**Prevailing Rate**" means the McKesson 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.

"**Processing Services**" means the Services described in Product Schedule 4A.

"**Product Schedule**" means each of the numbered Product Schedules attached to this MA.

"**Productive Use**" means (a) clinical use of a System or (b) use of Software or Services to process live data.

"**Products**" means Software, Equipment, Clinical Content, Automation Products and any other products that McKesson provides to Customer pursuant to an Order Form.

"**Professional Services**" means any consulting, programming or other professional services that McKesson 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.

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"RCO Services" means those Services described in Product Schedule 4C.

"RelayHealth" means RelayHealth, a division of McKesson Technologies Inc., and the McKesson Affiliates doing business as RelayHealth.

"Services" means ASP Services, Implementation Services, Maintenance Services, Processing Services, Professional Services, RCO Services, Subscription Services, Technology Services, Remote Hosting Services, and any other services that McKesson provides to Customer under an Order Form.

"Site Software" means, the client portion of the Software (e.g., set-up executable) provided by McKesson to Customer, if any, for installation at Customer's site and required for Customer to access the ASP Services.

"Software" means software in object code form only (and related Documentation) identified in an Order Form or otherwise provided by McKesson to Customer, including any Upgrades that McKesson provides to Customer.

"Software Installation Date" or "System Installation Date" or "Services Installation 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 for each day that the Product or Service is not available for Productive Use due to direct fault of McKesson.

"Software Maintenance Services" means support services for only the two most current releases of the Software consisting of telephone support, problem resolution, and Upgrades delivered by McKesson, all in accordance with the McKesson Support Manual. Software Maintenance Services do not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than McKesson, (c) services to implement Upgrades, (d) services to correct improper installation or integration of the Software that was not performed by McKesson-authorized personnel, (e) system administrator functions, (f) help desk services, or (g) Enhancements.

"Subscription Services" means the internet-based or subscription-based Services provided to Customer by McKesson that are identified in an Order Form.

"System" means collectively, the medical imaging solutions Software, Equipment and Third Party Software identified in an Order Form to Product Schedule 2, excluding any Third Party Equipment.

"Technology Services" means the SystemCare Services, the CareBridge™ Secure Extranet Services and any other services provided by McKesson's Technology Services group.

"Third Party Clinical Content" means any Clinical Content that is owned by a third party and sublicensed to Customer under an Order Form.

"Third Party Equipment" means equipment obtained by McKesson or Customer (with prior written consent from McKesson) from a Third Party Vendor.

"Third Party Product" means any Product identified in an Order Form as "Third Party Product," which may contain Third Party Equipment and Third Party Software.

"Third Party Software" means any software that is owned by a third party and sublicensed to Customer under an Order Form.

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"**Third Party Terms**" means any additional terms and conditions that are applicable to Third Party Software, including those referenced and attached to an Order Form, as may be modified from time to time.

"**Third Party Vendor**" means a vendor other than McKesson from whom McKesson or Customer (with prior written consent from McKesson) obtains Third Party Product, Third Party Equipment or Third Party Software.

"**Upgrades**" means corrections, modifications, improvements, updates or releases of the Software, Documentation, Clinical Content, or Services designated by McKesson as "**Upgrades,**" which are Generally Available and generally provided to customers as part of Software Maintenance Services or Automation Product Maintenance Services. Upgrades do not include Enhancements.

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EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT ("BAA")

SECTION 1: DEFINITIONS

"Breach" shall have the same meaning given to such term in 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

"Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

"Electronic Health Record" shall have same meaning given to such term in 42 U.S.C. § 17921(5).

"Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that McKesson creates, receives, maintains or transmits from or on behalf of Customer.

"Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and E.

"Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created or received by McKesson from or on behalf of Customer.

"Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

"Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304, but shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by McKesson and (b) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks.

"Security Rule" shall mean the Security Standards at 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and C.

"Unsecured PHI" shall have the same meaning given to such term under 42 U.S.C. § 17931(h), and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HITECH Act, which definitions are incorporated in this BAA by reference.

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SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1   Uses and Disclosures of PHI Pursuant to MA.   Except as otherwise limited in this BAA, McKesson may use or disclose PHI to perform functions, activities or services for, or on behalf of, Customer as specified in the MA, provided that such use or disclosure would not violate the Privacy Rule if done by Customer.

2.2   Permitted Uses of PHI by McKesson. Except as otherwise limited in this BAA, McKesson may use PHI for the proper management and administration of McKesson or to carry out the legal responsibilities of McKesson.

2.3   Permitted Disclosures of PHI by McKesson. Except as otherwise limited in this BAA, McKesson may disclose PHI for the proper management and administration of McKesson, provided that the disclosures are Required by Law, or McKesson obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon McKesson pursuant to this BAA), and that the person agrees to notify McKesson of any instances of which it is aware in which the confidentiality of the information has been breached. McKesson may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4   Data Aggregation. Except as otherwise limited in this BAA, McKesson may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports, research and all other purposes allowed under applicable law.

2.5   De-identified Data. McKesson may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

2.6   Disclosure Pursuant to Authorization. Without limiting the generality of the foregoing, McKesson reserves the right at its sole discretion to disclose an Individual's PHI in response to and in accordance with a valid authorization executed by such individual that meets the requirements set forth in the Privacy Rule.

SECTION 3:   OBLIGATIONS OF MCKESSON

3.1   Appropriate Safeguards.

3.1.1   Privacy of PHI.   McKesson will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the MA and this BAA. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

3.1.2. Security of PHI. McKesson will develop, implement, maintain, and use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule. Commencing on February 17, 2010, McKesson will comply with the provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA covered entity. McKesson will also comply with any additional security requirements contained in the HITECH Act that are applicable to a business associate.

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3.2   Reporting of Improper Use or Disclosure, Security Incident or Breach. McKesson will report to Customer any use or disclosure of PHI not provided for by the MA of which it becomes aware. McKesson will report to Customer any Security Incident of which it becomes aware. McKesson will notify Customer of any Breach of Unsecured PHI as soon as practicable, and no later than 30 days after discovery of such Breach. McKesson's notification to Customer of a Breach will include: (a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by McKesson to have been, accessed, acquired or disclosed during the Breach; and (b) any particulars regarding the Breach that Customer would need to include in its notification, as such particulars are identified in 42 U.S.C. § 17932 and 45 C.F.R. § 164.404.

3.3   McKesson's Agents. McKesson will ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by McKesson on behalf of Customer, agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to McKesson with respect to such PHI. McKesson will ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

3.4   Access to PHI. The parties do not intend for McKesson to maintain any PHI in a Designated Record Set for Customer. To the extent McKesson possesses PHI in a Designated Record Set, McKesson agrees to make such information available to Customer pursuant to 45 C.F.R. § 164.524 and 42 U.S.C. § 17935(e)(1), as applicable, within ten business days of McKesson's receipt of a written request from Customer; provided, however, that McKesson is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Customer. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to McKesson, or inquires about his or her right to access, McKesson will direct the Individual to Customer.

3.5   Amendment of PHI. The parties do not intend for McKesson to maintain any PHI in a Designated Record Set for Customer. To the extent McKesson possesses PHI in a Designated Record Set, McKesson agrees to make such information available to Customer for amendment pursuant to 45 C.F.R. § 164.526 within 20 business days of McKesson's receipt of a written request from Customer. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to McKesson, or inquires about his or her right to amendment, McKesson will direct the Individual to Customer.

3.6   Documentation of Disclosures. McKesson agrees to document such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and 42 U.S.C. § 17935(c), as applicable. McKesson will document, at a minimum, the following information ("Disclosure Information"): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7   Accounting of Disclosures. McKesson agrees to provide to Customer, within 20 business days of McKesson's receipt of a written request from Customer, information collected in accordance with Section 3.6 of this BAA, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and 42 U.S.C. § 17935(c), as applicable.

3.8   Governmental Access to Records. McKesson will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by McKesson on behalf of, Customer available to the Secretary for purposes of the Secretary determining Customer's compliance with the Privacy Rule and the Security Rule.

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3.9   Mitigation. To the extent practicable, McKesson will cooperate with Customer's efforts to mitigate a harmful effect that is known to McKesson of a use or disclosure of PHI not provided for in this BAA.

3.10   Minimum Necessary. McKesson will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 U.S.C. § 17935(b) and regulations promulgated thereunder.

3.11   Limitation on Marketing. McKesson may use and disclose PHI for marketing purposes only as expressly directed by Customer, and in accordance with 42 U.S.C. § 17936(a). McKesson will not use or disclose PHI for fundraising purposes.

3.12   Limitation on Sale of Electronic Health Records and PHI. McKesson will comply with the prohibition on the sale of Electronic Health Records and PHI set forth in 42 U.S.C. § 17935(d).

3.13   HITECH Act Applicability. McKesson acknowledges that enactment of the HITECH Act amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, McKesson under the Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to McKesson under the HITECH Act are hereby incorporated by reference into this BAA. McKesson agrees to comply with applicable requirements imposed under the HITECH Act, as of the effective date of each such requirement.

3.14   California Confidentiality of Medical Information Act. The parties are committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. ("CMIA"), where applicable.

SECTION 4: OBLIGATIONS OF CUSTOMER

4.1   Notice of Privacy Practices. Customer will notify McKesson of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect McKesson's use or disclosure of PHI. Customer will provide such notice no later than 15 days prior to the effective date of the limitation.

4.2   Notification of Changes Regarding Individual Permission. Customer will notify McKesson of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect McKesson's use or disclosure of PHI. Customer will provide such notice no later than 15 days prior to the effective date of the change. Customer will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing McKesson with PHI.

4.3   Notification of Restrictions to Use or Disclosure of PHI. Customer will notify McKesson of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522 or 42 U.S.C. § 17935(a), to the extent that such restriction may affect McKesson's use or disclosure of PHI. Customer will provide such notice no later than 15 days prior to the effective date of the restriction. If McKesson reasonably believes that any restriction agreed to by Customer pursuant to this Section may materially impair McKesson's ability to perform its obligations under the MA or this BAA, the parties will mutually agree upon any necessary modification of McKesson's obligations under such agreements.

4.4   Permissible Requests by Customer. Customer will not request McKesson to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Customer, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4, 2.5 and 2.6 of this BAA.

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SECTION 5: TERM AND TERMINATION

5.1   Term. The term of this BAA will commence as of the Effective Date, and will terminate when all of the PHI provided by Customer to McKesson, or created or received by McKesson on behalf of Customer, is destroyed or returned to Customer or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 5.3.

5.2   Termination for Cause. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within 30 business days. Upon the expiration of such 30 day cure period, the non-breaching party may terminate this BAA and, at its election, the MA, if cure is not possible.

5.3   Effect of Termination.

5.3.1   Except as provided in Section 5.3.2, upon termination of the MA or this BAA for any reason, McKesson will return or destroy all PHI received from Customer, or created or received by McKesson on behalf of Customer, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of McKesson.

5.3.2   If it is infeasible for McKesson to return or destroy the PHI upon termination of the MA or this BAA, McKesson will: (a) extend the protections of this BAA to such PHI; (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as McKesson maintains such PHI; and (c) never disclose such PHI to another McKesson client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

SECTION 6: SURVIVAL

The respective rights and obligations of McKesson under Section 5.3 of this BAA will survive the termination of the BAA and the MA.

SECTION 7: EFFECT OF BAA

In the event of any inconsistency between the provisions of this BAA and the MA, the provisions of the BAA will control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HITECH Act, as amended, or their interpretation by any court or regulatory agency with authority over McKesson or Customer, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HITECH Act is amended in a manner that changes the obligations of McKesson or Customer that are embodied in terms of this BAA, then the parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of the BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HITECH Act, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of the BAA will control.

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PRODUCT SCHEDULE 2

MCKESSON CARDIOLOGY

The MA Terms and Conditions and this Product Schedule 2 apply to all McKesson Cardiology Products and Services licensed or purchased by Customer under each Order Form referencing this Product Schedule 2.

SECTION 1: DEFINITIONS

"Add-on Orders" means Customer's purchase of additional Services, Software or Equipment that utilizes an existing McKesson cardiology imaging database.

"McKesson Cardiology", formerly known as Horizon Cardiology for versions 12.2 and lower, means McKesson Cardiology Imaging Solutions to include a Cardiology Picture Archiving and Communications System and McKesson Software, including Upgrades and Updates that may be identified in a Quotation and attached to an Order Form.

"Quotation" means the itemized list of Software, Equipment and Services identified by part number and price, which may be attached to an Order Form as an exhibit.

"Updates" means modifications, enhancements, corrections, improvements, and patches to the existing functionality of the McKesson Software (e.g., version 4.1 to 4.3).

SECTION 2: LICENSE

2.1   Cardiology Imaging Solutions Software Licenses. Certain modules of McKesson's cardiology imaging Products identified in the Quotation are licensed based upon the usage-based variable identified in the Quotation (e.g., Concurrent Users). Except as otherwise noted on the Quotation, McKesson's cardiology Software license is limited to the number of workstations identified in the Quotation.

SECTION 3: INSTALLATION

3.1   System Installation. McKesson will schedule the installation of the System with Customer upon receipt of Customer's executed Order Form. McKesson will use commercially reasonable efforts to deliver the System within 120 days after the Order Form Effective Date. McKesson will accept Customer initiated rescheduling up to 60 days before the agreed upon installation date at no charge. McKesson will assess a restocking fee for any Customer initiated rescheduling less than 60 days before the agreed upon installation date. The restocking fee will be the greater of 20% of the Software license fee and Equipment fee under the Order Form or the actual costs incurred by McKesson, including travel cancellation fees, equipment storage fees, equipment restocking fees by third party suppliers and loss of productive use of installation staff.

3.2   Scheduling. McKesson and Customer will mutually schedule the installation of the Medical Imaging Software and Equipment upon execution of an Order Form.

SECTION 4: SERVICES

4.1   Maintenance Services. Notwithstanding Section 3.2.1 of the MA, (a) Software Maintenance Services will include Updates only (excluding Upgrades) if so indicated on the Quotation, and (b) monitor picture tubes or LCD panels are only covered under full coverage Maintenance Services for the first three years after the applicable installation date.

SECTION 5: CONNECTIVITY

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5.1 Connectivity to Third Party Products. Unless otherwise stated in an Order Form, McKesson configures the System to include connectivity to the medical devices and third party products and other systems identified in the Quotation. Customer is responsible for any additional license fees and charges by third parties for connectivity to medical devices, third party products and other systems that are not included in the Quotation.

5.2 Cardiology Reporting Software. Unless otherwise stated in the applicable Order Form, McKesson configures its reporting Software and Equipment to include HL-7 connectivity to the medical devices and third party products and other systems identified by Customer and included in the Quotation. Customer is responsible for any additional license fees and charges by third parties for connectivity to medical devices, third party products and other systems that are not included in the Quotation.

SECTION 6: ADD-ON ORDERS

6.1 Add-on Orders. Customer acknowledges and agrees that the Initial SWM Term for Add-On Orders is coterminous with the Initial SWM Term of the first Order Form for the System to which the Add-On relates. If the parties agree to modify the terms, or the level of Maintenance Services, for the applicable System, then the most recent terms for Maintenance Services will also apply to any Add-on Orders.

6.2 Fast Track Program.

6.2.1 Fast Track Process. McKesson's "Fast Track" process (the "Fast Track Process") applies to any Add-On Order that has a total net price of US $100,000 or less. The Fast Track Process does not include new Third Party Software not previously licensed with the initial sale of the applicable System. Add-On Orders for new facilities will require an Order Form or separate written agreement signed by both parties and cannot be processed under the Fast Track Process.

6.2.2 Both parties acknowledge and agree that under the Fast Track Process, Customer's submission of a purchase order by mail, fax, email, web portal or other electronic means creates an agreement that becomes binding on both parties only upon McKesson's acceptance of the purchase order. Once binding, purchase orders cannot be unilaterally modified or cancelled by either party.

6.2.3 Section 3.1.3(b)(Testing) of the MA does not apply to Add-On Orders under the Fast Track Process.

6.2.4 Payment Terms For Fast Track Process. Customer will pay all fees for Add-On Orders under the Fast Track Process 100% upon McKesson's acceptance of the purchase order. The first annual Software Maintenance Services fee for an Add-On Order under the Fast Track Process is due for the subsequent 12-month period on the date that Customer is advised by McKesson that the applicable System is ready for first clinical use. Subsequent annual Software Maintenance Services fees are due on each anniversary date. The first annual Equipment Maintenance Fee for an Add-On Order (if applicable) for the subsequent 12-month period is due 12 months after the date that Customer is advised by McKesson that the applicable System is ready for first clinical use. Subsequent annual Equipment Maintenance Services fees are due on each anniversary date.

SECTION 7: EQUIPMENT DELIVERY

7.1 Title and risk of loss or damage to System and/or Equipment will pass to the Customer upon shipper's proof of delivery to Customer.

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May 17, 2013

MCKESSON

Empowering Healthcare

ORDER FORM

(MEDICAL IMAGING SOLUTIONS)

ORDER FORM TO PRODUCT SCHEDULE 2 of McKesson Master Agreement No. MA135605204, dated
_____, 2013 (the "MA") incorporating all referenced Exhibits, Schedules, and Attachments
("Order Form") effective _____, 2013 ("OF Effective Date").

Exhibits

A	Facilities, Fees Summary, Payment Schedule and Administration
A-1	Quote(s)
A-2 – A4	Reserved
A-5	Third Party Software Terms
B-1	Training Summary
C-1	Reserved
D-1	Additional Terms

The pricing in this Order Form and McKesson's corresponding offer to Customer expires unless McKesson receives this Order Form signed by Customer on or before **June 28, 2012.**

McKesson will include Customer's purchase order ("PO") number on customer invoices if provided by Customer on or before the OF Effective Date. Failure to provide McKesson with a PO number or copy does not suspend or negate any Customer duty, including payment, under this Order Form.

By signing this Order Form, Customer acknowledges and agrees that (a) McKesson has made no warranty or commitment with regard to any functionality not Generally Available as of the OF Effective Date, whether or not included as part of Software Maintenance Services, for any of the Software licensed by this Order Form and (b) Customer has not relied on the availability of any future version of the purchased Product or any other future Product in executing this Order Form and (c) the decision by Customer to execute this Order Form was not influenced by any discussions regarding future functionality of any Software or Services not Generally Available.

[SIGNATURES ON NEXT PAGE]

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 Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

In the event the parties fail to execute the MA with or before this Order Form, then this Order Form will be deemed void.

Each signatory hereto represents and warrants that it is duly authorized to sign, execute, and deliver this Order Form on behalf of the party it 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**

MCKESSON TECHNOLOGIES INC.

By:_____
      NMC Contracts and/Purchasing Agent

Date:_____

By:_____
      Department Head (if applicable)

Date: 6/11/13

Approved as to Legal Form and Ifolf

By:_____
      Stacy Saetta
      Deputy County Counsel

Date: 6/15/13

By:_____
Name: **WARREN S. EDWARDS, Ph.D**
Title: **VP, Enterprise Imaging Services**
Date: JUNE 6, 2013

Approved as to Fiscal Provisions

By:_____
      Auditor/Controller

Date:_____

Customer PO. No._____

Reviewed as to fiscal provisions

Auditor/Controller
County of Monterey

6/13

APPROVED AS TO FORM AND LEGAL

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

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 Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

FOR MCKESSON INTERNAL USE ONLY

Submit fully executed contract to:
McKesson
Attn. MIG Sales Contracts
#130 – 10711 Cambie Road
Richmond, BC
Canada V6X 3G5
Fax: 1 604.279.5468
            1.800.261.5432
Email: migsalescontracts@mckesson.com

The County of Monterey, a political subdivision of the
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Customer Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

EXHIBIT A

FACILITIES, FEES SUMMARY, PAYMENT SCHEDULE AND ADMINISTRATION

FACILITIES:

Customer No.	Data Center Facility	Full Address
1010301	Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

Customer No.	Facility	Full Address
1010301	Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

FEES SUMMARY:

	One-Time Fees	Recurring Fees
System Software:	$145,850	$57,438
System Implementation and Education Services:	$77,363	
System Equipment:	$28,918	$2,893
CIS Software:	$85,440	$33,992
CIS Implementation and Education Services:	$104,400	
GRAND TOTALS:	$441,971	$94,323

PAYMENT SCHEDULE:

System Software which includes the Third Party Software, System Implementation Services and Education, and System Equipment: 25% is due on the OF Effective Date, 50% is due on the earlier of the System Installation Date or 12 months after the OF Effective Date, and 25% is due on the earlier of completion of Testing Period or 12 months after the OF Effective Date.

System Software, and System Equipment Maintenance Services: **Software Maintenance Services**: The first annual Software Maintenance Services fee is due 12 months after the System Installation Date, for the subsequent 12 month period. Subsequent annual Software Maintenance Services fees are due on each anniversary of System Installation Date.

Equipment Maintenance Services: The first annual Equipment Maintenance Services fee is due 12 months after the System Installation Date, for the subsequent 12 month period. Subsequent annual Equipment Maintenance Services fees are due on each anniversary of System Installation Date.

Horizon Cardiology Reports ("CIS") Software, Implementation and Education Services, 25% is due on the OF Effective Date, 50% is due on the earlier of the delivery of the Software or 12 months after the OF Effective Date, and 25% is due on the earlier of completion of Testing Period or 12 months after the OF Effective 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 Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

and Equipment:	
Horizon Cardiology Reports ("CIS") Maintenance Services:	**Software Maintenance Services:** The first annual Software Maintenance Services fee is due the earlier of the Live Date of the CIS Software or 12 months from OF Effective Date, for the subsequent 12 month period following such due date. Subsequent annual Software Maintenance Services fees are due on each anniversary date of the CIS Software Live Date.
	Equipment Maintenance Services: The first annual Equipment Maintenance Services fee is due 12 months from the Equipment delivery for the CIS Software, for the subsequent 12 month period following such due date. Subsequent annual Equipment Maintenance Services fees are due on each anniversary date of Equipment delivery.

The transaction covered by this Order Form may involve a discount, rebate or other price reduction on the items covered by this Order Form. Customer may have an obligation to report such price reduction or the net cost in its cost reports or in another appropriate manner in order to meet the requirements of 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(g) and (h). Customer will be responsible for reporting, disclosing, and maintaining appropriate records with respect to such price reduction or net cost and making those records available under Medicare, Medicaid, or other applicable government health care programs.

Unless Customer provides McKesson prior to the OF Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, McKesson will invoice Customer for all such taxes applicable to the transactions under this Order Form.

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 Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

ADMINISTRATION:

Sold To:	Ship To:
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	Natividad Medical Center
168 West Alisal Street, 3rd Floor	1441 Constitution Boulevard
Salinas, CA 93901	Salinas, CA 93906
Attention:	Attention: Kash Kanai
Telephone:	Telephone: (408) 596-4776
Facsimile:	Facsimile:
E-mail:	E-mail: kkanai@psmmis.com

Federal Tax ID No: 94-6000524

Bill To:	Paid By:
	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
Natividad Medical Center	
PO Box 81611	168 West Alisal Street, 3rd Floor
Salinas, CA 93906	Salinas, CA 93901
Attention: Janet Stanek / Accounts Payable	Attention:
Telephone:	Telephone:
Facsimile:	Facsimile:
E-mail:	E-mail:

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 Number: 1080530
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May 17, 2013

EXHIBIT A-1

QUOTE(S)

[SEE FOLOWING PAGES]

The County of Monterey, a political subdivision of
the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Revision Date: May 16, 2013
Project Name: VM CVIS - SW HW
Facility Name: Natividad Medical Center
Prepared By: Chris Barry
Contact Number: (602) 663-4632

Customer No. 1080530

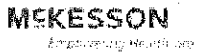| Horizon Cardiology™ Quotation Summary		CPACS C12CP1109-11	TEST C12TS1109-11		CIS C12CS1109-11	PROJECT TOTALS
Horizon Cardiology Software		315,000			188,000	503,000
Software Discount	55%	(173,250)			(103,400)	(276,650)
Net Horizon Cardiology Software		141,750			84,600	226,350
3rd Party Software		4,100			840	4,940
Equipment		21,707	7,211			28,918
Freight		662	250			912
Freight Discount		(66)	(25)			(91)
Net Freight		596	225			821
HORIZON CARDIOLOGY TOTAL		$ 168,153	$ 7,436		$ 85,440	$ 261,029
PROJECT NET TOTAL						$ 261,029

The County of Monterey, a political subdivision of
the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Quotation:	C12CP1109-11
Project:	VM CVIS - SW HW
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

Customer No.   1080530

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

HORIZON CARDIOLOGY CPACS QUOTATION

SYSTEM CONFIGURATION

STORAGE SYSTEM AND ARCHIVE NOTES

Horizon Cardiology has been configured to use a Customer Supplied SAN for near line archive storage supplied by the customer or McKesson Technology Services Group(TSG)

GENERAL REQUIREMENTS

This quote must be purchased in conjunction with the corresponding Services quote: C12XX1151-05.

The Horizon Cardiology server system has been configured to utilize a customer's VMware environment with the following customer requirements:

* Provide ESX host servers with minimum CPU, memory, network capacity and storage as defined by McKesson and according to the number of HC server Virtual Machines
* Provide necessary ESX host servers in order to form an ESX cluster to be able to provide the following VMware capabilities:
• High Availability
• Dynamic Resource Allocation
• V-Motion
* Purchase all necessary VMware licenses to host HC servers and ensure ESX vSphere 4.0 is installed and configured properly on the ESX host servers which will be used to host the HC server Virtual Machines.
* All software maintenance activities relating to the VMware platform and hardware maintenance of associated ESX host servers.
* Provide all necessary storage in the VMware Data Store to store the HC server VM images, along with the necessary storage to operate the HC server VM's as defined by McKesson, according to the types and number of HC servers being deployed.
* Provide all necessary committed and dynamic resource allocation for HC server VM images to ensure proper system performance, as defined by McKesson, according to the types and number of HC servers being deployed.
* Ensure the ESX host servers used to run the HC server Virtual Machines are not being used to run any of the following I/O intensive servers/applications to ensure proper operation and performance;
     - MS Exchange server, other Database servers, MS SharePoint and File Servers.
* Additional configuration recommendation and details will be provided by the McKesson project team during the system installation.

Customer is responsible to ensure all imaging modalities are DICOM Store and Worklist compliant with static IP addresses, whether software upgrades or modality upgrades/replacements are required from their 3rd party modality vendors.

Customer is responsible for all network security devices and applications required for remote connectivity to the Horizon Cardiology Web server. (SSL, VPN, Firewall)

Horizon Cardiology Database on SAN Requirements:

The following is a list of added responsibilities that the customer must uphold in order to maintain the HC system and ensure proper SLA:
• Maintain minimum SAN I\O capability and MB\s throughput with FC SCSI hard-drives as specified by McKesson at the time of installation to ensure performance of the system.(iSCSI and SATA are not supported)
• Allocate and maintain separate storage disks and LUNs: one for the SQL MDF and another one for the SQL LDF.
• Provide McKesson services and support 24/7 full remote access to the allocated McKesson DB SAN storage nodes.
• Maintain all aspects of the fiber channel switch and fabric between the McKesson DB server nodes and SAN.
• Ensure McKesson support staff is notified of all SAN downtimes, configuration changes and failures that affect the Horizon Cardiology database in a timely manner.

Setup of the requested configuration requires close cooperation between McKesson services personnel and customer staff:
• Allocate resources to expedite the configuration of DB SQL files on SAN and test the dedicated clustered DB servers on SAN.
•Customer-supplied hardware and storage must be supplied on site prior to deployment of McKesson resources.
•This includes make/model and firmware version of customer supplied HBA cards to be delivered to McKesson prior to deployment.
•Availability of all customer IT resources required for successful implementation will need to be identified.
•Contact list and availability of customer's IT resources should be provided incase of off-hours system downtime and emergency.

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
		HORIZON CARDIOLOGY SOFTWARE			
			ANALOG and DICOM IMAGING MODALITIES		

The County of Monterey, a political subdivision of
the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Quotation:	C12CP1109-11
Project:	VM CVIS - SW HW
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

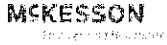|					Customer No.	1080530
1	5	NSC072	72014010	Cardiology DICOM Gateway Ultrasound - DICOM Acquisition from an Echo/Ultrasound * License for connecting one echo machine. * Requires functioning DICOM output from the echo machine.	6,750	33,750
				HORIZON CARDIOLOGY WORKSTATION SOFTWARE		
2	3	HCR100	72014012	Horizon Cardiology Multi-Modality Workstation * License for one(1) workstation. * Please refer to product description for additional requirements and details. * Requires purchase of of appropriate Emory Toolbox license(ETB100), if used for Nuclear Cardiac diagnostic reading.	9,000	27,000
3	1	HCR150	72016255	Radiology Procedure Review from Horizon Cardiology One click leunch of McKesson's Radiology PACS web from the selected Cardiology patient's context. * Allows review of any radiology procedure for the selected patient directly form the HC Review Stations. * Requires HC version 11 and HMI version 11.04 and higher. Only available on HC Review Stations.	-	-
				HORIZON CARDIOLOGY SERVER SOFTWARE		
4	1	HCD100	72014030	Horizon Cardiology Database Management System - Unlimited Modalities * License for managing the Horizon Cardiology database.	29,700	29,700
5	1	HCS200	72014026	Horizon Cardiology ESI—Enterprise Storage Interface * License for connecting to one enterprise storage system. * Please refer to product specifications for additional requirements. * Requires HC version 11 or higher for EMC Centera, or TCS 2.02 for SAN/HSM. * Customer is responsible for supplying PCI-e HBA devices and appropriate drivers if applicable. * Once data is stored via ESI, the customer is responsible for data integrity, backup and disaster recovery.	18,450	18,450
6	1	ISS100	72014007	Interface Server Software * Software License for all purchesed interface services.	15,750	15,750
				WEB BASED IMAGE DISTRIBUTION SOFTWARE		
7	3	HCW100	72014015	Horizon Cardiology Distributed Web Viewing - License per Concurrent Users * License for each concurrent users. * Requires secure access to the web application. * Please see configuration notes for minimum client PC requirements. * Customer is responsible for providing SSL certificate if required for remote internet viewing.	5,700	17,100
				NET HORIZON CARDIOLOGY SOFTWARE		141,750
		HORIZON CARDIOLOGY THIRD PARTY SOFTWARE				
8	3	SNC100	72014467	Sonic AuthorScript License * One(1) CD Publishing license required per Horizon Cardiology Workstation	300	900

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Quotation:	C12CP1109-11
Project:	VM CVIS - SW HW
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

Customer No. 1080530

9	1	COG100	72014417	Cognos Database Business Author Package License.	3,200	3,200
				* One License required per site. * Cognos Report Net Business Author license.		

				NET HORIZON CARDIOLOGY THIRD PARTY SOFTWARE		4,100

HORIZON CARDIOLOGY EQUIPMENT

		HP		**HORIZON CARDIOLOGY WORKSTATION HARDWARE**		
10	3	HCR100HW7	80005351	Horizon Cardiology Multi-Modality Workstation * Hardware; Workstation with a 1000BaseT NIC and single 19 inch color LCD display. Runs Windows 7 OS for HC 12.2 customers and above.	3,799	11,397
11	1	CAL400	80001194	Color Display Calibration Option - Barco Third Party Calibration Software License and Display calibration tool. Requires Digital Video Interface(DVI) Graphics.	593	593
				HORIZON CARDIOLOGY v-HC SERVERS		
12	1	HCD100v2K3	80005654	Horizon Cardiology Image and Database Management Server * Server requires a copper Gigabit ethernet connection and a copper Gigabit switch. * Includes required HC 3rd party applications. *Hardware requires customer supplied VMware ESX 4.0 Virtual environment and Windows 2003 OS Standard R2 Server license	67	67
13	1	HCS800v2K3	80005656	Horizon Cardiology Application Server * Server requires a copper Gigabit Ethernet connection and a copper Gigabit switch. * Includes required HC 3rd party applications. * Hardware requires customer supplied VMware ESX 4.0 Virtual environment and Windows 2003 OS Standard R2 Server license	1,592	1,592
14	1	HCW100v2K3	80005655	Horizon Cardiology Web Server * Server requires a copper Gigabit Ethernet connection and a copper Gigabit switch. * Customer is responsible for providing SSL certificate if required for remote internet viewing. * Includes required HC 3rd party applications. * Hardware requires customer supplied VMware ESX 4.0 Virtual environment and Windows 2003 OS Standard R2 Server license	67	67
15	1	USB128	80005658	USB Flash Drive - 128 Gbytes * Required for storing and shipping the virtual server images to the customer after building the initial v-HC server system.	323	323
		HP		**HORIZON CARDIOLOGY MISCELLANEOUS HARDWARE**		
16	2	MSQ300	80005268	MS SQL Server 2005 Standard 1 Processor Embedded License	2,626	5,252

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Quotation:	C12CP1109-11
Project:	VM CVIS - SW HW
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

Customer No.	1080530

17	1	HCF050	80004821	Serial and USB to TCP/IP Converter for Horizon Cardiology server VMware Integration * Requires one(1) per HCS800 Application Server	929	929

HORIZON CARDIOLOGY ANALOG FAX SERVERS

18	1	HCF100	80003602	Fax Server for Report Distribution - 1 Fax Line * For use with sites faxing less than 600 pages of Horizon Cardiology reports per day. * Requires ISS100 Interface Server Software and Horizon Cardiology version 11.1 or greater.	1,487	1,487

				NET HORIZON CARDIOLOGY EQUIPMENT		21,707

FREIGHT

Freight

19	1	HCP100	74030869	Freight * Shipping and handling charges for shipment from McKesson to customer site.	596	596

				NET HORIZON CARDIOLOGY SERVICES	$	596

				GRAND TOTAL QUOTATION C12CP1109-11	$	168,153

NETWORK CONFIGURATION NOTES:

Please note that the design of the Horizon Cardiology system is sensitive to the underlying network bandwidth available. For optimum performance, and in order to be able to meet the stated image response times the proposed Horizon Cardiology system must be installed on a network that satisfies the following criteria:

· All structured cabling must conform to the Registered Category 5 / 6 standard.

· All Horizon Cardiology Workstations require a switched 100baseT network connection running at full-duplex mode.

· All Horizon Cardiology servers require a switched Copper Gigabit Ethernet port (1000baseT) network connection.

· Wide Area Network(WAN) connectivity between remote Horizon Cardiology sites and facilities requires network speeds of 100mbit/sec for optimum performance. WAN connections between facilities with lesser speeds may notice reduced image retrieval times and database connectivity performance.

· Customer will be responsible for supplying static IP addresses and hostnames for all Horizon Cardiology workstations and servers.

· Customer will be responsible for the procurement and setup of an required network switches, VPN hardware or firewall applications.

· If new construction is planned then McKesson advises that structured cabling be specified to meet Category 5E (TIA 568A Addendum 3, March 1998) or Category 6 specification.

MCKESSON

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

HORIZON CARDIOLOGY TEST SYSTEM QUOTATION

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
		HORIZON CARDIOLOGY EQUIPMENT			
			HORIZON CARDIOLOGY v-HC SERVERS		
1	1	HCT100v2K3 80005657	Test Server System	1,807	1,807
			* Simulate the production environment on site		
			* Test OS patches and software updates before applying them on the live environment.		
			* Allow the users to practice without affecting the live records.		
			* Allow the following modules tests:		
			* Database server with Microsoft SQL 2005 Server		
			* Workstation		
			* Interface (Order, ADT, Results)		
			* Modality Worklist		
			* Remote Hemo Review		
			* Report applications customization		
			* Server requires a copper Gigabit Ethernet connection and a copper Gigabit switch.		
			* Requires the purchase of HCR100 Test Workstation		
			* Includes required HC 3rd party applications.		
			* Hardware requires customer supplied VMware ESX 4.0 Virtual environment and Windows 2003 OS Standard R2 Server license		
		HP	HORIZON CARDIOLOGY TEST SYSTEM		
2	1	HCT200HXP 80005746	Test Workstation	4,027	4,027
			* Includes one Horizon Cardiology Review Test Workstation.		
			* Hardware: Workstation with a 1000BaseT NIC and single 19 inch color LCD display.Windows XP OS.		
		HP	HORIZON CARDIOLOGY MISCELLANEOUS HARDWARE		
3	1	MSQ310 80005269	MS SQL Server 2005 Standard + 5 CAL Embedded License	448	448
			* Required for the HC Test System.		
4	1	HCF050 80004821	Serial and USB to TCP/IP Converter for Horizon Cardiology server VMware integration	929	929
			* Requires one(1) per HCT100 Test Server.		
				NET HORIZON CARDIOLOGY EQUIPMENT	**7,211**
		FREIGHT			
			Freight		
5	1	74030869	Freight	225	225
			* Shipping and handling charges for shipment from McKesson to customer site.		
				NET HORIZON CARDIOLOGY SERVICES $	**225**

MCKESSON
Empowering Healthcare

The County of Monterey, a political subdivision of		Quotation:	C12TS1109-11
the State of California, on behalf of Natividad Medical Center		Project:	VM CVIS - SW HW
168 West Alisal Street, 3rd Floor		Phase:	TEST SYSTEM
Salinas, CA 93901		Site:	Natividad Medical Center
		Prepared By:	Chris Barry
		Contact Number:	(602) 663-4632
		Revision Date:	May 16, 2013

		Customer No.	1080530
GRAND TOTAL QUOTATION C12TS1109-11		$	7,436

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

HORIZON CARDIOLOGY CIS QUOTATION

SYSTEM CONFIGURATION

INTERFACE NOTES

System has been configured to use standard McKesson DICOM SR measurements mapping interfaces for the Horizon Cardiology Echo Report Module from the following customer Ultrasound Carts:

Any customer carts that do not support DICOM SR outbound measurement interfaces for echo procedures, will require McKesson OCR interface mapping services fees (SER950) for the appropriate number of ultrasound carts"

GENERAL REQUIREMENTS

The proposed system has been configured with the Horizon Cardiology Charge Manager module and outbound HL7 formatted billing interface. The module requires a single hospital managed charge master code set standardized across all facilities using the Horizon Cardiology system.

ITEM NO.	QTY	PART NO.		DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
				HORIZON CARDIOLOGY SOFTWARE		
				WEB BASED IMAGE DISTRIBUTION SOFTWARE		
1	3	ROW100	72014216	Reporting Over The Web - License per Concurrent User * License for each concurrent users. * Requires secure access to the web application * Requires purchase of the Horizon Cardiology Web Software License * Please see configuration notes for minimum client PC requirements. * Not available for use with Peripheral Vascular Report Module version 2.02. Customer supplied Citrix environment would required for this version to function over the web(intranet/internet). Further investigation of the customers Citrix environment would be required to ensure functionality. Peripheral Vascular Report Module version 12 and higher do not require Citrix server functionality.	2,850	8,550
				CIS SOFTWARE		
2	1	CIS120	72014209	Echo Report Module * License for one server with unlimited number of clients * Requires Horizon Cardiology workstation * Requires the purchase of Implementation Services for CIS Modules. * Requires customer's Ultrasound Carts to have full DICOM SR measurement package.	22,500	22,500
3	1	CIS150	72013992	Statistical Report Center Module * License for one server with unlimited number of clients * Requires Horizon Cardiology workstation * Requires the purchase of Implementation Services for CIS Modules.	10,800	10,800
4	1	CIS180	72014214	Pediatric Echo Report Module * License for one server with unlimited number of clients. * Pediatric echo reporting with integrated use of Michigan Z-scores, Children's Boston Z-score requires purchase of separate CHB100 license. * Requires Horizon Cardiology version 12.2 and higher * Requires the purchase of Implementation Services for CIS Modules. * Requires customer's Ultrasound Carts to have full DICOM SR measurement package.	22,500	22,500

The County of Monterey, a political subdivision of
the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Quotation:	C12CS1109-11
Project:	VM CVIS - SW HW
Phase:	CIS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

					Customer No.	1080530
5	1	CIS190	72020152	Charge Manager and Billing Interface Module	20,250	20,250
				* License for one server. * Requires Horizon Cardiology workstation to run on. * Requires Horizon Cardiology CIS or ECG Management system and Horizon Cardiology version 12.1 or higher. * Requires the purchase of Implementation Services for Charge Module		
				NET HORIZON CARDIOLOGY SOFTWARE		84,600
		HORIZON CARDIOLOGY THIRD PARTY SOFTWARE				
6	70	AMA200	72014502	Horizon Cardiology CPT-4 Codes	12	840
				* 3rd Party Software User License for CPT-4 Code. * One license required for each user. * Quantity 70 required per site for CIS modules. Quantity 10 require per HCH100 or HCH200.		
				NET HORIZON CARDIOLOGY THIRD PARTY SOFTWARE		840
				GRAND TOTAL QUOTATION C12CS1109-11	$	85,440

The County of Monterey, a political subdivision of
the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Revision Date: May 16, 2013
Project Name: VM CVIS - SVCS
Facility Name: Natividad Medical Center
Prepared By: Chris Barry
Contact Number: (602) 663-4632

Customer No.   1080530

Horizon Cardiology™ Quotation Summary	CPACS C12CP1151-06	TEST C12TS1151-06	CIS C12CS1151-06	PROJECT TOTALS
Services	64,704	1,480	86,000	152,184
Training	18,862		30,000	48,862
Services Discount	(8,356)	(148)	(11,600)	(20,104)
Net Services	75,210	1,332	104,400	180,942
HORIZON CARDIOLOGY TOTAL	$ 75,210	$ 1,332	$ 104,400	$ 180,942
PROJECT NET TOTAL				$ 180,942

The County of Monterey, a political subdivision of
the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Quotation:	C12CP1151-06
Project:	VM CVIS - SVCS
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

Customer No.   1080530

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

HORIZON CARDIOLOGY CPACS QUOTATION

SYSTEM CONFIGURATION

INTERFACE NOTES

System has been configured to accept a single Medical Record Number(MRN) scheme provided by the customers single ADT HL7 interface from system Meditech and single Orders HL7 interface from system Meditech .

GENERAL REQUIREMENTS

This quote must be purchased in conjunction with the corresponding Software and Hardware quote: C12XX1109-08.

The Horizon Cardiology server system has been configured to utilize a customer's VMware environment with the following customer requirements:

* Provide ESX host servers with minimum CPU, memory, network capacity and storage as defined by McKesson and according to the number of HC server Virtual Machines
* Provide necessary ESX host servers in order to form an ESX cluster to be able to provide the following VMware capabilities:
• High Availability
• Dynamic Resource Allocation
• V-Motion
* Purchase all necessary VMware licenses to host HC servers and ensure ESX vSphere 4.0 is installed and configured properly on the ESX host servers which will be used to host the HC server Virtual Machines.
* All software maintenance activities relating to the VMware platform and hardware maintenance of associated ESX host servers.
* Provide all necessary storage in the VMware Data Store to store the HC server VM images, along with the necessary storage to operate the HC server VM's as defined by McKesson, according to the types and number of HC servers being deployed.
* Provide all necessary committed and dynamic resource allocation for HC server VM images to ensure proper system performance, as defined by McKesson, according to the types and number of HC servers being deployed.
* Ensure the ESX host servers used to run the HC server Virtual Machines are not being used to run any of the following I/O intensive servers/applications to ensure proper operation and performance;
    - MS Exchange server, other Database servers, MS SharePoint and File Servers.
* Additional configuration recommendation and details will be provided by the McKesson project team during the system installation.

Horizon Cardiology Database on SAN Requirements:

The following is a list of added responsibilities that the customer must uphold in order to maintain the HC system and ensure proper SLA:
• Maintain minimum SAN I\O capability and MB\s throughput with FC SCSI hard-drives as specified by McKesson at the time of installation to ensure performance of the system.(iSCSI and SATA are not supported)
• Allocate and maintain separate storage disks and LUNs: one for the SQL MDF and another one for the SQL LDF.
• Provide McKesson services and support 24/7 full remote access to the allocated McKesson DB SAN storage nodes.
• Maintain all aspects of the fiber channel switch and fabric between the McKesson DB server nodes and SAN.
• Ensure McKesson support staff is notified of all SAN downtimes, configuration changes and failures that affect the Horizon Cardiology database in a timely manner.

Setup of the requested configuration requires close cooperation between McKesson services personnel and customer staff:
• Allocate resources to expedite the configuration of DB SQL files on SAN and test the dedicated clustered DB servers on SAN.
•Customer-supplied hardware and storage must be supplied on site prior to deployment of McKesson resources.
•This includes make/model and firmware version of customer supplied HBA cards to be delivered to McKesson prior to deployment.
•Availability of all customer IT resources required for successful implementation will need to be identified.
•Contact list and availability of customer's IT resources should be provided incase of off-hours system downtime and emergency.

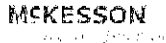| ITEM NO.	QTY	PART NO.		DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
		SERVICES				
			INTERFACE SERVICES			
1	1	SVC500	74010144	ADT HL7 Interface * Professional Services for interfacing the Horizon Cardiology system with the customer's HIS. * Requires purchase of the Interface Server Software License. * Please refer to product description for additional requirements.	5,400	5,400

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Project:	VM CVIS - SVCS
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

						Customer No.	1080530
2	1	SVC510	74010145	Orders Inbound Interface and DICOM Worklist SCP * Professional Services for interfacing the Horizon Cardiology system with customer's HIS. * Requires purchase of the Interface Server Software License. * Please refer to product description for additional requirements.		13,500	13,500
				INSTALLATION, TRAINING, AND INTEGRATION SERVICES			
3	1	INT900E	75004010	Horizon Cardiology Web-based Training Module * McKesson provides on-site and on-line application training. Web-Based training (WBT) is available 24x7 to accommodate individual schedules. On-site training is structured and scheduled; both are required as part of the implementation. * Allows Horizon Cardiology customers flexibility to meet all education requirements. * Requires the learner to have an internet connection and web browser PC that meets current WBT documented requirements. * Web-based training content requires a minimum screen resolution of 1280 X 1024 pixels, 32-bit color depth and a sound card. * Please note that the technical requirements are subject to change. * Includes the following WBT courses: CAR910E-A - Horizon Cardiology - Overview CAR915E-A - Horizon Cardiology - CPACS CAR920E-A - Horizon Cardiology - Cath Reporting CAR925E-A - Horizon Cardiology - Echo Reporting CAR930E-A - Horizon Cardiology - Hemo CAR935E-A - Horizon Cardiology Invasive Cardiologist CAR940E-A - Horizon Cardiology Non-Invasive Cardiologist INT900E - KnowledgeRx Web Introduction		-	-
4	1	SER332	74028118	VMware Integration Services McKesson Professional Services to prepare Horizon Cardiology server applications as virtual machine templates according to quotation. Includes the following services: Loading Software Licenses Configuring Software Licenses for site specific requirements Testing Horizon Cardiology server operations Preparation and design of customer specific VMware environment requirements Documentation Preparation and shipment of VMware server virtual machine template files on removable storage device		10,238	10,238
5	1		74010142	Installation * Project Management and installation services for implementation of this quotation. * Any travel and onsite living expenses for McKesson personnel providing these services.		29,096	29,096
6	1		74010142	Training * Training services for implementation of this quotation. * Any travel and onsite living expenses for McKesson personnel providing these services.		16,976	16,976
7	1	HCP100	74030869	Freight * Shipping and handling charges for shipment from McKesson to customer site.		-	-

NET HORIZON CARDIOLOGY SERVICES $ 75,210

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the State of California, on behalf of Natividad Medical Center
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Quotation:	C12CP1151-06
Project:	VM CVIS - SVCS
Phase:	CPACS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

Customer No.   1080530

GRAND TOTAL QUOTATION C12CP1151-06	$	75,210

NETWORK CONFIGURATION NOTES:

Please note that the design of the Horizon Cardiology system is sensitive to the underlying network bandwidth available. For optimum performance, and in order to be able to meet the stated image response times the proposed Horizon Cardiology system must be installed on a network that satisfies the following criteria:

· All structured cabling must conform to the Registered Category 5 / 6 standard.

· All Horizon Cardiology Workstations require a switched 100baseT network connection running at full-duplex mode.

· All Horizon Cardiology servers require a switched Copper Gigabit Ethernet port (1000baseT) network connection.

· Wide Area Network(WAN) connectivity between remote Horizon Cardiology sites and facilities requires network speeds of 100mbit/sec for optimum performance. WAN connections between facilities with lesser speeds may notice reduced image retrieval times and database connectivity performance.

· Customer will be responsible for supplying static IP addresses and hostnames for all Horizon Cardiology workstations and servers.

· Customer will be responsible for the procurement and setup of an required network switches, VPN hardware or firewall applications.

· If new construction is planned then McKesson advises that structured cabling be specified to meet Category 5E (TIA 568A Addendum 3, March 1998) or Category 6 specification.

M$KESSON

The County of Monterey, a political subdivision of	Quotation:	C12TS1151-06
the State of California, on behalf of Natividad Medical Center	Project:	VM CVIS - SVCS
168 West Alisal Street, 3rd Floor	Phase:	TEST SYSTEM
Salinas, CA 93901	Site:	Natividad Medical Center
	Prepared By:	Chris Barry
	Contact Number:	(602) 663-4632
	Revision Date:	May 16, 2013

Customer No.   1080530

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			HORIZON CARDIOLOGY TEST SYSTEM QUOTATION		
ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE *Includes Applicable Discounts*	TOTAL PRICE *Qty x Unit Price*
		SERVICES			
			INSTALLATION, TRAINING, AND INTEGRATION SERVICES		
1	1	74010142	Installation * Project Management and installation services for implementation of this quotation. * Any travel and onsite living expenses for McKesson personnel providing these services.	1,332	1,332
2	1	74030869	Freight * Shipping and handling charges for shipment from McKesson to customer site.	--	--
			NET HORIZON CARDIOLOGY SERVICES	$	1,332
			GRAND TOTAL QUOTATION C12TS1151-06	$	1,332

The County of Monterey, a political subdivision of	Quotation:	C12CS1151-06
the State of California, on behalf of Natividad Medical Center	Project:	VM CVIS - SVCS
168 West Alisal Street, 3rd Floor	Phase:	CIS
Salinas, CA 93901	Site:	Natividad Medical Center
	Prepared By:	Chris Barry
	Contact Number:	(602) 663-4632
	Revision Date:	May 16, 2013

Customer No. 1080530

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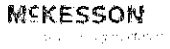
HORIZON CARDIOLOGY CIS QUOTATION

SYSTEM CONFIGURATION

INTERFACE NOTES

System has been configured to send HL7 textual results to customers HL7 compliant system.
Meditech

HL7 results are commonly displayed in a plain text format in peer HIS/EMR systems. McKesson recommends supplementing this interface by adding the full PDF report into the HL7 ORU result message using embedded based64 encoding.

ITEM NO.	QTY	PART NO.		DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
		SERVICES				
				CIS SERVICES		
1	1	SER900	74010149	Implementation Services of CIS Module	4,500	4,500
				* Professional Services to install and configure one of the following CIS modules: - Statistical Report Center - Cardiology Department Order Viewer - Inventory Module - Cedaron Registry Module * Please see configuration notes for additional product details.		
2	1	SER991	74028119	Implementation Services of ECHO Report Module	13,500	13,500
				* Professional Services to install, configure and train users on the Echo Report Module as follows: - Echo ultrasound measurement interface installation - 1 x Onsite implementation week - 1 x Pilot/training week and - 1 x Go-live training support week by McKesson implementation specialists. - Includes initial customization services of report header/footer, hospital logo plus up to 10 hours of report customizations. * Requires SER901 for additional customization services. * Please see configuration notes for additional product details.		
3	1	SER999	74035811	Implementation Services of Pediatric ECHO Report Module	13,500	13,500
				* Professional Services to install, configure and train users on the Pediatric Echo Report Module as follows: - Echo ultrasound measurement interface installation - 1 x Onsite implementation week - 1 x Pilot/training week and - 1 x Go-live training support week by McKesson implementation specialists. - Includes initial customization services of report header/footer, hospital logo plus up to 10 hours of report customizations. * Requires SER901 for additional customization services. * Please see configuration notes for additional product details.		

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Quotation:	C12CS1151-06
Project:	VM CVIS - SVCS
Phase:	CIS
Site:	Natividad Medical Center
Prepared By:	Chris Barry
Contact Number:	(602) 663-4632
Revision Date:	May 16, 2013

Customer No.   1080530

4	2	SER901	74015796	CIS Report Modules - Customization Package Basic * Includes up to 20 additional hours of customization professional services for GUI and template changes, per CIS Reporting module implemented. * Customized elements to be chosen from a pre-defined list of common Report template changes.	3,150	6,300
				INTERFACE SERVICES		
5	1	SVC530	74010146	HL7 Final Report Export back to the HIS * Professional Services for interfacing the Horizon Cardiology system with customer's HIS for final report export as text in the ORU message. * Includes optional services to send separate HL7 ORU with embedded PDF report using base64 if support by the peer HIS system.(Requires HC version 12.2 or greater) * Requires purchase of the Interface Server Software License. * Requires peer system to provide reciprocal HL7 results inbound interface. * Please refer to product description for additional requirements.	9,900	9,900
6	1	SER905	74027824	Implementation Services of Charge Module - Echo only * Services to implement the charge module and outbound HL7 billing interface(technical charges) for 1(one) Horizon Cardiology CIS clinical reporting module. * Requires Horizon Cardiology version 12.1 or higher.	27,000	27,000
				MISCELLANEOUS SERVICES		
7	1	SER960	75003451	CAR220I - Statistical Report Center Advanced Training Course * Two(2) Day off-site advanced training course for one attendee. * Provides required knowledge and hand-on experience in creating new reports and customizing existing report templates. * Customer is encouraged to register for available classroom dates through the McKesson Customer Student Portal. * Available at McKesson's Parsippany, NJ office. Travel and relate living expenses are not included in the tuition fee.	2,700	2,700
				INSTALLATION, TRAINING, AND INTEGRATION SERVICES		
8	1	INT900E	75004010	Horizon Cardiology Web-based Training Module * McKesson provides on-site and on-line application training. Web-Based training (WBT) is available 24x7 to accommodate individual schedules. On-site training is structured and scheduled; both are required as part of the Implementation. * Allows Horizon Cardiology customers flexibility to meet all education requirements. * Requires the learner to have an internet connection and web browser PC that meets current WBT documented requirements. * Web-based training content requires a minimum screen resolution of 1280 X 1024 pixels, 32-bit color depth and a sound card. * Please note that the technical requirements are subject to change. * Includes the following WBT courses: CAR910E-A - Horizon Cardiology - Overview CAR915E-A - Horizon Cardiology - CPACS CAR920E-A - Horizon Cardiology - Cath Reporting CAR925E-A - Horizon Cardiology - Echo Reporting CAR930E-A - Horizon Cardiology - Hemo CAR935E-A - Horizon Cardiology Invasive Cardiologist CAR940E-A - Horizon Cardiology Non-Invasive Cardiologist INT900E - KnowledgeRx Web Introduction	--	-

The County of Monterey, a political subdivision of	Quotation:	C12CS1151-06
the State of California, on behalf of Natividad Medical Center	Project:	VM CVIS - SVCS
168 West Alisal Street, 3rd Floor	Phase:	CIS
Salinas, CA 93901	Site:	Natividad Medical Center
	Prepared By:	Chris Barry
	Contact Number:	(602) 663-4632
	Revision Date:	May 16, 2013

Customer No.   1080530

9	1	74010142	Training		27,000	27,000
			* Training services for implementation of this quotation.			
			* Any travel and onsite living expenses for McKesson personnel providing these services.			

NET HORIZON CARDIOLOGY SERVICES	$	104,400
GRAND TOTAL QUOTATION C12CS1151-06	$	104,400

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Revision Date: May 16, 2013
Project Name: VM CVIS - SVCS
Facility Name: Natividad Medical Center
Prepared By: Chris Barry
Contact Number: (602) 663-4632

Customer #   1080530

Horizon Cardiology™ Maintenance Quotation

	C12CP1109-09	C12TS1109-09			C12CS1109-09	TOTALS
	CPACS	TEST			CIS	
Standard Software Maintenance	$ 56,700				$ 33,840	$ 90,540
1. Software Support						
2. Software Updates						
3. Software Upgrades						
Standard Equipment Maintenance	$ 2,171	$ 722				$ 2,893
Includes Maintenance for Workstation Equipment Only						
Third-Party Software Maintenance	$ 738				$ 152	$ 890

The County of Monterey, a political subdivision of the
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Center, an acute care teaching hospital
owned and operated by the County
Customer Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

EXHIBIT A-5

THIRD PARTY SOFTWARE TERMS

[SEE FOLLOWING PAGES]

The County of Monterey, a political subdivision of the
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May 17, 2013

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May 17, 2013

AMERICAN MEDICAL ASSOCIATION ("AMA")
PASS-THROUGH TERMS FOR THE AMA CPT CODES

The following provisions relating to Customer's sublicense for CPT codes and terminology differ from the general license provisions set forth in the License Agreement, Master Agreement, Contract Supplement or Order Form pursuant to which the CPT codes and terminology are licensed (collectively, for purposes of this Exhibit, the "Agreement").

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   (b) accesses, uses, or manipulates the Software to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Software even though CPT Editorial Content may not be visible or directly accessible; or
   (c) makes use of an output of the Software that relies on or could not have been created without the CPT Editorial Content embedded in the Software even though CPT Editorial Content may not be visible or directly accessible.

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B.   The Software listed in this Exhibit incorporates the CPT terminology developed and copyrighted by the American Medical Association ("AMA"). The CPT codes and terminology are provided pursuant to a license agreement between McKesson and the AMA.

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D.   In the event that one or more of the provisions contained in the Agreement shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the validity or enforceability of this Exhibit.

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May 17, 2013

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G.   Customer acknowledges that the AMA is a third party beneficiary of the Agreement.

H.   Provision of updated Editorial Content in the Software is dependent upon the continuing contractual relationship between McKesson and the AMA.

The County of Monterey, a political subdivision of the
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Customer Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

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- updates,

- supplements, and

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SECTION 1: OVERVIEW

1.1   Software. The software includes

1.1.1   server software; and

1.1.2   additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2   License Models. The software is licensed based on either:

1.2.1   the number of instances of server software that you run and the number of devices and users that access instances of the server software (see section 2 – Terms Specific to the Server + Client Access License Model); or

1.2.2   the number of physical and virtual processors used by operating system environments in which you run instances of the server software (see section 3 – Terms Specific to the Per Processor License Model).

1.3   Definitions.

1.3.1   Instance. You create an **"instance"** of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include **"instances"** of the software.

1.3.2   Run an Instance. You **"run an instance"** of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

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May 17, 2013

1.3.3   Operating System Environment. An **"operating system environment"** is one instance of an operating system and instances of applications, if any, configured to run on that operating system instance. There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

(a)   one physical operating system environment

(b)   one or more virtual operating system environments

1.3.4   Server. A **"server"** is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

1.3.5   Physical and Virtual Processors. A **"physical processor"** is a processor in a physical hardware system. Physical operating system environments use physical processors. A **"virtual processor"** is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

1.3.6   Assigning a Software License. To **"assign a software license"** means simply to designate that license to one server.

1.3.7   Unified Solution. A **"unified solution"** means a software product licensed to you by or on behalf of Licensor which: includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party. A unified solution includes any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at the same time with the initial unified solution. However, a unified solution does not include any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at a different time from the initial unified solution.

SECTION 2: TERMS SPECIFIC TO THE SERVER + CLIENT ACCESS LICENSE MODEL

2.1   Assigning the License to the Server.

2.1.1   Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

2.1.2   You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.2   Running Instances of the Server Software. You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

2.3   Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

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2.3.1   Analysis Services Shared Tools

2.3.2   Business Intelligence Development Studio

2.3.3   SQL Server 2005 Books Online

2.3.4   Connectivity Components

2.3.5   Legacy Components

2.3.6   Management Tools

2.3.7   Notification Services Client Components

2.3.8   Reporting Services Report Manager

2.3.9   Reporting Services Shared Tools

2.3.10   SQL Server 2005 Shared Tools

2.3.11   Software Development Kit

2.3.12   SQLXML Client Features

2.3.13   SQL Server Mobile Server Tools

2.4   <u>Creating and Storing Instances on Your Servers or Storage Media</u>. You have the additional rights below for each software license you acquire.

    2.4.1   You may create any number of instances of the server software and additional software.

    2.4.2   You may store instances of the server software and additional software on any of your servers or storage media.

    2.4.3   You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

2.5   <u>Included Microsoft Programs</u>. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

2.6   <u>Client Access Licenses (CALs)</u>.

    2.6.1   In addition to the software license, you must acquire the appropriate CAL for each device or user that accesses instances of the server software directly or indirectly.

        (a)   You may not access instances of the server software under Workgroup Edition CALs.

        (b)   You do not need a CAL for any of your servers licensed to run instances of the server software.

        (c)   You do not need a CAL for up to two devices or users to access instances of the server software only to administer those instances.

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(d)   Your CALs permit access to instances of earlier versions, but not later versions, of the server software.

2.6.2   Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

2.6.3   Reassignment of CALs. You may

(a)   permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or

(b)   temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

SECTION 3: TERMS SPECIFIC TO THE PER-PROCESSOR LICENSE MODEL

3.1   Licensing a Server. Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.

3.1.1   Determining the Number of Licenses Required. You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below.

(a)   To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.

(b)   To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

3.1.2   Assigning the Required Number of Licenses to the Server.

(a)   After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

(b)   You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.1.3   Running Instances of the Server Software. For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

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3.1.4   Running Instances of the Additional Software.   You may run or otherwise use any number of instances of additional software listed below on any number of devices.   You may use additional software only with the server software directly, or indirectly through other additional software.

      (a)   Analysis Services Shared Tools

      (b)   Business Intelligence Development Studio

      (c)   SQL Server 2005 Books Online

      (d)   Connectivity Components

      (e)   Legacy Components

      (f)   Management Tools

      (g)   Notification Services Client Components

      (h)   Reporting Services Report Manager

      (i)   Reporting Services Shared Tools

      (j)   SQL Server 2005 Shared Tools

      (k)   Software Development Kit

      (l)   SQLXML Client Features

      (m)   SQL Server Mobile Server Tools

3.1.5   Creating and Storing Instances on Your Servers or Storage Media.   You have the additional rights below for each software license you acquire.

      (a)   You may create any number of instances of the server software and additional software.

      (b)   You may store instances of the server software and additional software on any of your servers or storage media.

      (c)   You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

3.1.6   Included Microsoft Programs.   The Software contains other Microsoft programs.   The license terms with those programs apply to your use of them.

SECTION 4: ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

4.1   Multiplexing. Hardware or software you use to:

4.1.1   pool connections,

4.1.2   reroute information,

4.1.3   reduce the number of devices or users that directly access or use the software, or

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4.1.4   reduce the number of devices or users the software directly manages,

(sometimes referred to as **"multiplexing"** or **"pooling"**), does not reduce the number of licenses you need.

4.2   Fail-over Rights. For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. If you have licensed the server software under the Per Processor licensing model, the number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

4.3   No Separation of Server Software. You may not use the server software in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

4.4   .NET Framework Software. The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

4.5   Microsoft Operations Manager (MOM) Management Packs. The software may contain MOM Management Packs. This data is part of MOM. The license terms for MOM apply to your use of these MOM Management Packs.

4.6   Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

4.6.1   Right to Use and Distribute. The code and text files listed below are **"Distributable Code."**

(a)   Sample Code. You may modify, copy, and distribute the source and object code form of code marked as **"sample."**

(b)   Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

4.6.2   Distribution Requirements. For any Distributable Code you distribute, you must

(a)   add significant primary functionality to it in your programs;

(b)   require distributors and external end users to agree to terms that protect it at least as much as this agreement;

(c)   display your valid copyright notice on your programs; and

(d)   indemnify, defend, and hold harmless Licensor and Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

4.6.3   Distribution Restrictions. You may not

(a)   alter any copyright, trademark or patent notice in the Distributable Code;

(b)   use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

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(c)   distribute Distributable Code to run on a platform other than the Windows platform;

(d)   include Distributable Code in malicious, deceptive or unlawful programs; or

(e)   modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

(i)   the code be disclosed or distributed in source code form; or

·(ii)   others have the right to modify it.

SECTION 5: BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

SECTION 6: MICROSOFT .NET FRAMEWORK BENCHMARK TESTING

The software includes one or more components of the .NET Framework 3.0 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with ·Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

SECTION 7: SCOPE OF LICENSE

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see http://www.microsoft.com/licensing/userights. You may not

7.1   work around any technical limitations in the software;

7.2   reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

7.3   publish the software for others to copy;

7.4   rent, lease or lend the software; or

7.5   use the software for commercial software hosting services.

Rights to access the server software do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access the server.

SECTION 8: BACKUP COPY

You may make one backup copy of the software media. You may use it only to create instances of the software.

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SECTION 9: DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

SECTION 10: NOT FOR RESALE SOFTWARE

You may not sell software marked as "NFR" or "**Not for Resale.**"

SECTION 11: ACADEMIC EDITION SOFTWARE

You must be a "**Qualified Educational User**" to use software marked as "**Academic Edition**" or "**AE.**" If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

SECTION 12: TRANSFER TO A THIRD PARTY

The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "**Unified Solution**") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

SECTION 13: EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

SECTION 14: ENTIRE AGREEMENT

This agreement and the terms for supplements, updates and Internet-based services that you use, are the entire agreement for the software.

SECTION 15: LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

SECTION 16: NOT FAULT TOLERANT

THIS SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THIS SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

SECTION 17: NO WARRANTIES BY MICROSOFT

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUIE OF APPLICATIONS WITH WHICH YOU

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ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

SECTION 18: NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

Microsoft and SQL Server are registered trademarks of Microsoft Corporation in the United States and/or other countries.

LICENSOR: Include the following modifications to this agreement for all Runtime-Restricted Use versions of the server software if the software is licensed under Section 2 (Terms Specific to the Server + Client Access Model):

INSERT THE FOLLOWING AS NEW SECTION 2(G):

> **g.** **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the unified solution, in accordance with the other terms of the agreement.

REPLACE SECTION 12 WITH THE FOLLOWING:

> **12.** **Software Transfer-*Internal.*** You may move the server software to a different server as part of the unified solution. ***Software Transfer To A Third Party.*** The initial user of the software may make a one-time transfer of the software to another end user as part of the transfer of the unified solution. The transfer must contain all component parts, media, printed materials, this agreement, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred software must agree to all the terms within this agreement, including without limitation the runtime restriction specified above. ***CAL Transfer-Internal.*** You may make a one-time transfer of a Runtime-Restricted Use CAL to another of your devices or users as part of a transfer of the unified solution. ***CAL Transfer to a Third Party.*** The initial end user of the CAL may make a one-time transfer of this "Runtime-Restricted Use" CAL to another third party end user as part of a transfer of the unified solution. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred CAL must agree to all the terms

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of the CAL, including without limitation the runtime restriction specified above.
No Rental. You may not rent, lease, or lend the CAL.

LICENSOR: Include the following modifications to this agreement for all Runtime-Restricted Use versions of the server software if the software is licensed under Section 3 (Terms Specific to the Per-Processor License Model):

1.   REPLACE SECTION 3(D) WITH THE FOLLOWING:

d.   **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below on any number of devices so long as they are used only in conjunction with the unified solution. You may use additional software only with the server software directly, or indirectly through other additional software.

* Analysis Services Shared Tools
* Business Intelligence Development Studio
* SQL Server 2005 Books Online
* Connectivity Components
* Legacy Components
* Management Tools
* Notification Services Client Components
* Reporting Services Report Manager
* Reporting Services Shared Tools
* SQL Server 2005 Shared Tools
* Software Development Kit
* SQLXML Client Features
* SQL Server Mobile Server Tools

INSERT THE FOLLOWING AS A NEW SECTION 3(G):

g.   **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

REPLACE SECTION 12 WITH THE FOLLOWING:

12.   Transfer-*Internal.* You may move the server software to a different server as part of the unified solution. ***Transfer To A Third Party.*** The initial user of the software may make a one-time transfer of the software to another end user as part of the transfer of the unified solution. The transfer must contain all component parts, media, printed materials, this agreement, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred software must agree to all the terms within this agreement, including without limitation the runtime restriction specified above.

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LICENSOR: If licensing Microsoft SQL Server 2005 Enterprise Edition, the following license terms describe additional use terms for the software. These terms and the license terms above apply to your use of the software. If there is a conflict, these license terms apply.

SECTION 19: TERMS SPECIFIC TO THE SERVER + CLIENT ACCESS LICENSE MODEL.

19.1   Running Instances of the Server Software. For each server to which you assign a software license, you may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on the licensed server.

SECTION 20: TERMS SPECIFIC TO THE PER-PROCESSOR LICENSE MODEL.

20.1   Running Instances of the Server Software.

20.1.1   If you assign to a server the software licenses equal to the total number of physical processors on that server, you may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server without acquiring additional software licenses for virtual processors.

20.1.2   If you do not assign software licenses equal to the total number of the physical processors, you must determine and assign software licenses to the server as described in the license terms for the software.

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EXHIBIT B-1

TRAINING SUMMARY

SECTION 1: HORIZON CARDIOLOGY™ CPACS AND CIS

1.1   McKesson will work with Customer to develop a mutually agreeable training schedule that takes into account the workload and hours of operation of each facility. The training plan detailed below is intended to be a guide and will be modified during the site preparation process. Horizon Cardiology™ training will consist primarily of one-on-one instruction during the course of the routine department activities.

1.2   As an introduction, there will be a visual slide presentation outlining and highlighting key aspects of the Horizon Cardiology™ system to familiarize the users with their new System. McKesson requests that the department reduce procedure bookings for the first three days of the initial implementation as follows: 50% on the first day, 25% on the second day and 10% on the third day.

1.3   Customer agrees to use best efforts to collaborate with McKesson's MIG Services group on planning and scheduling of all training and assuring compliance of maximum Customer attendance at all training sessions.

1.4   Customer agrees to assign the following cardiology department and physician champions to help provide governance and adoption of Horizon Cardiology solutions:

Echo Reports:
Dept Champion: Dr. Muhammad Mattu   Physician Champion: Dr. Muhammad Mattu
Cath Reports:
Dept Champion: Physician Champion:
CPACS:
Dept Champion: Dr. Muhammad Mattu   Physician Champion: Dr. Muhammad Mattu
HAC:
Dept Champion: Physician Champion:
NAC:
Dept Champion: Physician Champion:
Charge Capture Module:
Dept Champion: Physician Champion:

1.5   McKesson's Training Plan.

    1.5.1   Technologists will receive one-on-one training on the Horizon Cardiology™ workstations.

    1.5.2   McKesson will train the designated system administrator(s) (up to three) for three hours of personal instruction.

    1.5.3   "**Superusers**" means users designated by the Customer to be able to train new users and to be a resource for application questions within the department on an ongoing basis, and to participate in training technologists, clerical staff and film librarians during the implementation period. Superusers are trained by McKesson using a 'train-the-trainer' approach.

    1.5.4   McKesson will provide group lectures during the first week. Attendees should include physicians, technologists, clerks and any other interested staff members. This typically takes place on the Wednesday afternoon of the first week.

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1.5.5   Available technologists, film librarians and clerical staff will be trained by Superusers and McKesson to use the System as they move through their normal daily activities (with reduced workload initially). Available film librarians will receive training in the use of McKesson workstations focusing on printing and DICOM sending.

1.5.6   McKesson will provide available cardiologists with personal one-on-one training sessions. Each physician should be scheduled for one hour of uninterrupted instructional time.

1.5.7   McKesson will provide training to available referring physicians, nursing staff, and new departments as required.

1.6   Clerical Staff Training Summary. Customer-designated clerical staff will learn to use Patient Manager software, including modifying patient demographics and scheduling.

1.7   Technologist Training Summary. Technologist training will begin with the group visual presentation. Following this McKesson training, specialists will cover the basics of the Horizon Cardiology™ workstation software. With a reduced workload, a technologist will be able to continue with routine operations. As the week progresses more advanced features will be presented to the users by Superusers and McKesson.

1.8   System Administrator Training Summary. Customer will identify its system administrators. McKesson will supply a separate training session for the system administrators as described in Sections 3.5 and 3.7 above. McKesson recommends that two to three people receive this training, including a chief technologist, technologist, and representatives from the IS group and /or the bio-med department. Listed below are a number of activities that the identified system administrator(s) would perform on a daily, monthly, and an ongoing basis.

DAILY:

    a.   Check un-archived cases.
    b.   Check for free disk/tape space.
    c.   Replace disk/tape if necessary.
    d.   Change and erase tape for Database backup.
    e.   Check patient information for duplicate names or patient numbers.
    f.   Update any generic patient information to reflect correct data.
    g.   Make sure that users are marking cases as reported and that the in-box is not full of old cases.

ONGOING:

    a.   Add new users to the System.
    b.   Deactivate users that no longer have access.
    c.   Confirm various data (location, facility) is coming across properly.
    d.   Add or change facilities, sources, and referring physician as needed.
    e.   Observe that image quality is consistent. Adjust if necessary.
    f.   Merge or move patient folders as needed.
    g.   Train new users.

MONTHLY:

    a.   Ensure that there are enough disks or tapes for the following month.
    b.   Order disks/tapes from McKesson if supply is low.
    c.   Check dust accumulation on computers and jukebox.

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SECTION 2: TRAINING SUMMARY FOR WEB BASED TRAINING

2.1.1   Education Scope of Services.   McKesson and Horizon Cardiology provide a blended learning approach to provide an efficient, flexible, cost effective training solution. The training modules referenced in Exhibit A-1, System Quotation(s), have been included in our approach:

(a)   Web-based Training (WBT) Course(s):

- Created to provide product overviews along with general information on using the system.
- Available for access 24x7 for one year.
- Access via Learning Management System (LMS).

(b)   Completing Web-based Training.   All Super user and Champion Physician's WBT education is to be completed for available modules within the agreed upon timeline before the Live Date as documented in the mutually agreed-upon project plan. Customer's failure to meet the timeline, through no fault of McKesson, may require a project extension which will be treated as a Customer-initiated project rescheduling.

2.1.2   PC Technical Requirements for Web-based Training:

Item Description	Minimum Required
Internet Browser	Microsoft Internet Explorer 6.x
CPU	800 MHz Intel Pentium III
Memory	256 MB RAM
Operating System	Microsoft Windows 2000, XP
Audio	Sound card with speakers or headset
Popup Blocking	Disabled
JavaScript	Enabled
Student Connectivity	512Kb/sec
Screen Resolution	1280 X 1024 pixels, 32-bit color depth
Macromedia Flash Player	8.0
Adobe Reader	Not required for base course but may be required for client specific versions. These requirements will be determined on a per client basis.

* Internet Explorer is the only supported browser
** Requirements are subject to change due to availability

2.1.3   Assumptions.

(a)   McKesson will provide the web-based training courses to be used solely and exclusively by Customer's employees for the purpose of learning how to use McKesson's applications.

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 Number: 1080530
Contract Number: 1-1AG0YR_PS2
May 17, 2013

(b)   Web-based training (WBT) is the intellectual property of McKesson. The WBT may not be distributed or resold in either their generic or customized form at any time.

(c)   Customer, or any third party, may not change, modify or copy the WBT. The WBT may only be used in the course of providing training to Customer employees. The WBT may not be used for any other purposes other than for which they are expressly designed.

(d)   Courseware access allows for unlimited Customer usage for a period of one year from the date WBT content is made available.

(e)   The Right to Access subscription allows access to Web Based Training for a period of one year beginning on date of provisioning. Additional subscriptions may be purchased and will run consecutively for the duration of one year each.   During which Customer will receive standard application training release updates, if applicable.

(f)   McKesson WBT is designed to comply with SCORM v1.2 or higher Learning Management System (LMS) standards. Customer's LMS must support AICC HACP standards.

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EXHIBIT D-1

ADDITIONAL TERMS

SECTION 1: THIRD PARTY TERMS AND CONDITIONS

1.1   This Order Form incorporates the Third Party Terms set forth in Exhibit A-5:

SECTION 2: LACK OF FUNDING

2.1   Customer obligation for payment of this Order Form beyond the current fiscal year end is contingent upon and limited by the availability of Customer funding from the Monterey County Board of Supervisors which payment can be made. No legal liability on the part of Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Customer shall immediately notify McKesson in writing; and this Order Form shall be deemed terminated and have no further force and effect. Customer acknowledges and agrees that all fees due under this Order Form will be paid in advance pursuant to the terms and conditions herein and no fees will be refunded to Customer in the event of early termination of this Order Form.