



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  
Contract Number: IWS-224282  
Customer Number: 1080530  
March 30, 2018

**ORDER FORM**

<b>Part I</b>	<b>Administration Section</b>
<b>Part II</b>	<b>General Terms and Conditions Section</b>
<b>Part III</b>	<b>Facility and Payment Schedule Section</b>
<b>Part IV</b>	<b>Products, Pricing Section and Customer Administration</b>
<b>Part V</b>	<b>Product(s) Specific Terms and Conditions Section</b>

**PART I**

**ADMINISTRATION SECTION**

**ORDER FORM TO PRODUCT SCHEDULE 2** of Master Agreement No. **MA1011350**, dated June 1, 2010 (the "MA") incorporating all referenced Exhibits, Schedules, and Attachments ("Order Form") effective as of the latest date in the signature block below ("OF Effective Date").

The pricing in this Order Form and Change Healthcare's corresponding offer to Customer expires unless Change Healthcare receives this Order Form signed by Customer on or before the Quote Expiry date identified in this Order Form.

Change Healthcare will include Customer's purchase order ("PO") number on Customer invoices if provided by Customer on or before the OF Effective Date. If this Order Form includes an amount equal to or greater than \$10,000, a copy of Customer's purchase order(s) must be attached. Failure to provide Change Healthcare with a PO number or copy does not suspend or negate any Customer duty, including payment, under this Order Form. Pre-printed terms and conditions on or attached to Customer's PO shall be of no force or effect.

By signing this Order Form, Customer acknowledges and agrees that (a) Change Healthcare 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 or Managed Services, for any of the Software licensed in 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 Managed Services or Services not Generally Available.

**[SIGNATURES ON NEXT PAGE]**

Each signatory hereto represents and warrants that it is 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**

**CHANGE HEALTHCARE TECHNOLOGIES, LLC**

By: \_\_\_\_\_  
NMC Contracts and/Purchasing Agent

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

Signature: \_\_\_\_\_

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

Title/Position: \_\_\_\_\_

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Legal Form

By: \_\_\_\_\_  
Stacy Saetta

Deputy County Counsel

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

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

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

Customer PO. No. \_\_\_\_\_

**FOR CHANGE HEALTHCARE INTERNAL USE ONLY**  
**Submit fully executed contract and a copy of the purchase order to:**  
Imaging, Workflow & Care Solutions  
Attn: MIG Sales Contracts  
10711 Cambie Road, Richmond, BC, Canada V6X 3G5  
Fax: 1 604.279.5468 or 1.800.261.5432  
Email: migsalescontracts@mckesson.com

## PART II

### GENERAL TERMS AND CONDITIONS SECTION

#### SECTION 1: ADD-ON

1.1 Unless otherwise expressly set forth in this Order Form, the terms from Order Form No. 1-140JVB\_PS2, dated June 15, 2010 ("**Initial OF**"), as amended, are incorporated herein by reference and apply to this Order Form excluding Sections 3, 4, and 5 of Exhibit D-1, and any pricing terms, product listing and training terms.

#### SECTION 2: DEFINITIONS

For the purposes of this Order Form, the following terms, as such terms are used herein or in the MA shall have the following meaning.

"**Add-On Orders**" means Customer's purchase of any Services, Equipment or additional Change Healthcare Software or additional Managed Services that utilizes an existing McKesson Radiology database, McKesson Cardiology database, McKesson Study Share database, McKesson Radiology Manager database or Conserus database.

"**McKesson Radiology**" formerly known as Horizon Medical Imaging for versions 11.9 and lower, means McKesson Radiology Imaging Solutions to include a Picture Archiving and Communications System and Change Healthcare Software, including Upgrades and Updates, that may be identified in Quotation and attached to a Order Form.

"**Change Healthcare Support Manual**" means Change Healthcare'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 Change Healthcare.

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

"**Software Installation Date**" or "**Third Party Software Installation Date**" or "**System Installation Date**" or "**Services Installation Date**" means the earlier of (a) the date when the Software, Third Party Software, System or Services, as applicable, is first available for Productive Use, or (b) the date specified in the applicable implementation plan when the Software, Third Party 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 Software, Third Party Software, System or Service is not available for Productive Use due to direct fault of Change Healthcare.

#### SECTION 3: PREVIOUSLY LICENSED SOFTWARE

3.1 Upon the System Installation Date of the Products purchased herein, (i) Customer will be relieved of its obligation to pay for Software Maintenance Services for the software in the below table listed under "Previously Licensed Software Maintenance Description," (such Software, "**Previously Licensed Software**"); and (ii) any remaining paid, unused portion of the annual Software Maintenance Services fees related to the Previously Licensed Software, will be applied toward the first year Maintenance Services fee for the Products purchased herein . Notwithstanding the foregoing, Change Healthcare will continue to provide Software Maintenance Services with respect to the Previously Licensed Software until the System Installation Date for Products purchased herein.

Software Part Number	Previously Licensed Software Description	Quote Number	Prior Agreement Number	Prior Agreement Date
CRV100	MCKESSON ENTERPRISE IMAGE CLINICAL REFERENCE VIEWER Licensed for up to 100,000 Exams per year. Requires McKesson Radiology 12.0 or higher	H14NTV007-03	1-1GGZUY	June 20, 2014
VTR005 (\$4320 MNT)	VARIABLE THICKNESS REGIONAL INTENSITY PROTOCOL (VTRIP) SOFTWARE MODULE - 5 CONCURRENT USER LICENSES  McKesson's Variable Thickness Regional Intensity Protocol (VTRIP) software module allows for more efficient interpretation of thin-slice CT and MR studies by radiologists with clearer visual communication of key findings to referring physicians, by providing new visualization techniques embedded directly in the McKesson Radiology user interface.  Features include: - Dynamic oblique Multi-Planar Reformats (MPR) - Dynamic sliding slab visualization, with interactive slab thickness adjustment - Multiple intensity projection options (MIP, AveIP, and minIP) - Display protocol support for the above - 3D Triangulation with instant zoom in/out toggle - Automatic documentation of key findings via intelligent derived views  Requires Horizon Medical Imaging 11.8 or greater and workstation equipment that meets the minimum specification for HRS-D or McKesson Radiology.	H14NTV005-06	1-1GGZUY	June 20, 2014

**SECTION 4: EQUIPMENT PROVIDED BY THE CUSTOMER**

4.1 Customer acknowledges and agrees that Change Healthcare is not providing the certain equipment pursuant to this Order Form. Customer agrees to make equipment available that is equivalent in accordance with the Change Healthcare specifications set forth in Quotation Number 61573.

**SECTION 5: LACK OF FUNDING**

5.1 Customer's obligation for payment of the fees dues under 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 from which payment can be made. No legal liability on the part of Customer shall arise for the 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 Change Healthcare 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 fee will be refunded to Customer in the event of early termination of this Order Form.

**PART III  
 FACILITY AND PAYMENT SCHEDULE**

**FACILITIES:**

Customer No.:	Data Center Facility:	Full Address:
1010301	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County	1441 Constitution Blvd. Salinas, CA 93906

Customer No.:	Facility:	Full Address:
1010301	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County	1441 Constitution Blvd. Salinas, CA 93906

**PAYMENT SCHEDULE:**

<b>Implementation and Education Services:</b>	100% is due on the OF Effective Date.
<b>Professional Services:</b>	100% is due on the OF Effective Date.

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 Change Healthcare 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, Change Healthcare will invoice Customer for all such taxes applicable to the transactions under this Order Form.

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**PART IV**  
**PRODUCT(S), PRICING AND CUSTOMER ADMINISTRATION**  
**[SEE FOLLOWING PAGES]**

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

**Quoted On:** February 16, 2018

**Contract:** IWS-224282

**Quote Expiry Date:** May 17, 2018

**Customer No.:** 1080530

**Quote Number:** 61573

**Project:** MR 12.3

**Initial CS:** 1-140JVB\_PS2 6/15/2010 SW and HW / 1-15Z1DB\_PS2 (MNT) 6/15/2010

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### Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	40,500.00	
Professional Services	47,563.20	
<b>GRAND TOTALS</b>	<b>88,063.20</b>	

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

One Time Fee Summary					
Quote Reference	Product	Impl Services	Education Services	Prof Services	Net Price
61573-1	Radiology	21,000.00	19,500.00	47,563.20	88,063.20
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		21,000.00	19,500.00	47,563.20	88,063.20
					Total
Proposal List Price		28,000.00	26,000.00	59,454.00	113,454.00
Proposal Discount		7,000.00	6,500.00	11,890.80	
Discount %		25.00	25.00	20.00	
<b>Proposal Net Total</b>		<b>21,000.00</b>	<b>19,500.00</b>	<b>47,563.20</b>	<b>88,063.20</b>

<b>Customer:</b>	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	<b>Quoted On:</b>	February 16, 2018
<b>Contract:</b>	IWS-224282	<b>Quote Expiry Date:</b>	May 17, 2018
<b>Customer No.:</b>	1080530	<b>Quote Number:</b>	61573
<b>Project:</b>	MR 12.3	<b>Initial CS:</b>	1-140JVB_PS2 6/15/2010 SW and HW / 1-15Z1DB_PS2 (MNT) 6/15/2010

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## Proposal Notes

- Site has PS360 and Segami Oasis 2.0
- Requires Vitrea Enterprise Suite 6.4 or higher.
- Requires Orthoview 6.0 or 6.3.4
- Requires peerVue 7.3 or higher
  
- Customer to ensure production and care continuance database servers have 32GB RAM and other servers have 16GB RAM.
- Customer to ensure workstations meet requirements in accordance with McKesson specifications
- Customer will deploy updated client to all workstations.
- MIView and eJacket will no longer be available in MR12.2. Customer uses CRV.
  
- VTRIP2 training is scoped for 16 users.
- Mammo Plus II training is scoped for 12 users.
  
- Customer will supply additional storage. Last year (Oct 2015-Oct 2016), PACS used 3.6TB of storage. Each Tomosynthesis study is estimated to use 1GB of storage perstudy.
- If site had stored Tomosynthesis exams in SCO format in PACS in the past, then customer needs to engage Hologic to convert the data to BTO format and re-send the exams to PACS. The legacy SCO data will not be removed from PACS.
  
- Includes cache move of all studies stored on cache1 and cache 2 - customer to supply new cache storage
  
- Includes dearchive and rearchive of all studies - customer to supply new archive storage.

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## Product Groupings

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

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
<b>Upgrade Services</b>							
1	1	SUPUPDN01	74042811	McKesson Radiology Weekday After Hours SW Update support services - Up to 40 devices - to be scheduled Monday to Thursday after 3:00 PM Pacific	6,000.00	4,500.00	4,500.00
<b>Education</b>							
2	1	TRN024	75007060	MR Software update (Upgrade) transition post go-live onsite training includes Vtrip 2 training (2 days)	12,000.00	9,000.00	9,000.00
<b>Education</b>							
3	1	TRN217	75007118	MR Mammography with Digital Tomosynthesis Applications Consulting and Training with Display Protocol Design and Build (3 days)	14,000.00	10,500.00	10,500.00
<b>Upgrade Services</b>							
4	1	SUP400	74036375	McKesson Radiology Upgrade: Project Management Services includes project planning, resource coordination, technical requirement management, post-live calls, version info session, software deployment for customer testing, validation and documentation.	18,500.00	13,875.00	13,875.00
<b>Data Move</b>							
5	1	PCSDM1202	74042147	Radiology Data Move - Cache to cache data move. 100K < Total Exams < 200K. DICOM Images, Scan Documents, Voice Clips and Event logs moved from legacy cache to new cache as stored without modification.	18,900.00	15,120.00	15,120.00
<b>Data Move</b>							
6	1	PCSDM1104	74042041	Radiology Data Move - Archive DICOM: Data Rearchive to DICOM Archive. 400K< Total Exams <= 600K. DICOM Images moved to new archive as stored without	30,834.00	24,667.20	24,667.20

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

No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
				modification, and optionally Scan Documents re-archived as a DICOM object in an additional series.			
7	1	PCSDM1183	74042132	Radiology Data Move - Archive Non DICOM: Data retrieval from Non-Tape Archive. 200K < Total Exams < 400K. DICOM Images, Scan Documents, Voice Clips and Event logs moved to new archive as stored without modification.	9,720.00	7,776.00	7,776.00
<b>Miscellaneous</b>							
7	1	IMP330	74049066	Remote implementation services to implement McKesson Radiology Mammography Plus 2. Services to be scheduled during business hours, includes Project Management.	3,500.00	2,625.00	2,625.00

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**Quote Number:** 61573

**Project:** MR 12.3

**Initial CS:** 1-140JVB\_PS2 6/15/2010 SW and HW / 1-15Z1DB\_PS2 (MNT) 6/15/2010

**Line Item Details**

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
Radiology						61573-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Implementation Services							
1	1	SUPUPDN01	74042811 NA	McKesson Radiology Weekday After Hours SW Update support services - Up to 40 devices - to be scheduled Monday to Thursday after 3:00 PM Pacific	4,500.00	4,500.00	
2	1	IMP330	74049066 NA	Remote implementation services to implement McKesson Radiology Mammography Plus 2. Services to be scheduled during business hours, includes Project Management.	2,625.00	2,625.00	
3	1	SUP400	74036375 NA	McKesson Radiology Upgrade: Project Management Services includes project planning, resource coordination, technical requirement management, post-live calls, version info session, software deployment for customer testing, validation and documentation.	13,875.00	13,875.00	
Subtotal Implementation Services :						21,000.00	
Education Services							
4	1	TRN024	75007060 NA	MR Software update (Upgrade) transition post go-live onsite training includes Vtrip 2 training (2 days)	9,000.00	9,000.00	
5	1	TRN217	75007118 NA	McKesson Radiology Mammography Plus 2 for implementations connecting to Digital Breast Tomosynthesis devices Applications Consulting and Training with Display Protocol Design and Build (3 days)	10,500.00	10,500.00	
Subtotal Education Services :						19,500.00	
Professional Services							
6	1	PCSDM1202	74042147 NA	Imaging Data Integration & Migration - Radiology Cache to cache data move. 100K < Total Exams < 200K - DICOM Images, Scan Documents, Voice Clips and Event logs moved from legacy cache to new cache	15,120.00	15,120.00	
7	1	PCSDM1104	74042041 NA	Imaging Data Integration & Migration - Radiology Archive DICOM: Data Rearchive to DICOM Archive. 400K< Total Exams <= 600K. DICOM Images moved to new archive as stored without modification	24,667.20	24,667.20	
8	1	PCSDM1183	74042132 NA	Imaging Data Integration & Migration - Radiology Data Retrieval from Non-Tape Archive. 200K < Total	7,776.00	7,776.00	

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**Quote Number:** 61573

**Project:** MR 12.3

**Initial CS:** 1-140JVB\_PS2 6/15/2010 SW and HW / 1-15Z1DB\_PS2 (MNT) 6/15/2010

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
Radiology						61573-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
				Exams < 400K - DICOM Images, Scan Documents, Voice Clips and Event logs moved to new archive			
Subtotal Professional Services :						47,563.20	
<b>Total:</b>						<b>88,063.20</b>	

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

<b>ADMINISTRATION :</b>	
<b>Sold To :</b>	<b>Ship To :</b>
The County of Monterey, a political subdivision of the State of California on behalf of Natividad Medical Center	The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical
168 W Alisal St FL 3	1441 Constitution Blvd
Salinas, CA, 93901-2487	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 772-7660
	E-Mail: riggenbachha@natividad.com
<b>Bill To:</b>	<b>Paid By:</b>
The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical	The County of Monterey, a political subdivision of the State of California on behalf of Natividad Medical Center
1441 Constitution Blvd	168 W Alisal St FL 3
Salinas, CA, 93906	Salinas, CA, 93901-2487
PO Box	
Attention:	
Telephone:	
E-Mail:	

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**PART V**

**PRODUCT(S) SPECIFIC TERMS AND CONDITIONS**

<b>EXHIBIT(S)</b>
<b>EXHIBIT H: ADDITIONAL TERMS</b>
<b>EXHIBIT J: STATEMENT OF WORK</b>

**EXHIBIT H**  
**ADDITIONAL TERMS**

**SECTION 1: PROFESSIONAL SERVICES**

1.1 The Services and Customer responsibilities are detailed in the Statement(s) of Work attached in this Order Form.

1.2 Nothing will preclude or limit Change Healthcare 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.

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**EXHIBIT J**

**STATEMENTS OF WORK**

## PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (“PACS”)

### DATA MOVE STATEMENT OF WORK

Quote: 61573-1

#### Project Specifications

Source Cache: Image Servers

Destination Cache: Customer supplied storage

Maximum number of studies to move: 200,000

#### Prerequisites

The following prerequisites and requirements (“**Prerequisites**”) must be met before implementation of the movement of data can begin and must be in place for the duration of the project:

- The PACS must be fully operational and functional.
- Adequate Destination Cache data storage, as determined by McKesson, must be online to support the movement of the data. In the event that the Destination Cache archive is DICOM, a network accessible partition must be made available for storage of HIPAA event logs, scan documents and voice clips.
- The storage devices must be connected via Ethernet Network and accessible through Microsoft Windows TCP-IP protocol.
- The storage devices will be fully operational and functional.
- The PACS must be under McKesson support.

#### Scope and Goals

- The goal of this project is to successfully move studies from the Source Cache to the Destination Cache.
- Data will be moved as stored by PACS without coercion to DICOM or database attributes.
- Movement of data above and beyond the specified scope will require additional charges at McKesson's standard time and materials rate.
- Movement of legacy data is a coordinated effort with Customer.
- The following items are out of scope and are not covered by this Statement of Work:
  - In the event faulty archive media is encountered, a third party data recovery vendor will need to be engaged. Customer is responsible for the costs of this service.
  - In the event that McKesson is unable to recover data from faulty media, a third party data recovery vendor will need to be engaged. Customer is responsible for the costs of this service.
  - No data cleaning will be supplied in this project.

All work is to be performed remotely during regular business hours, 8am-5pm PST/EST, Mon-Fri. In the event that an on-site visit is required, it will be billable as time and materials plus actual travel cost per McKesson's travel policy.

### **Customer Responsibilities**

Customer shall:

- Provide the project prerequisites.
- Assign a technical staff member who will be available during Customer's regular business hours for McKesson to contact.
- Provide McKesson the site schedule to move the data.
- Provide McKesson remote VPN access.
- Maintain system access and ensure that the system is operational.
- Perform all on site media handling.
- Provide assistance to McKesson in manually inserting tapes/DVDs into the archive as required.
- Be responsible for engaging and contracting with a third party vendor in the event that faulty media necessitates third party assistance.
- Work with McKesson Support to install any critical programmer temporary fixes ("PTFs") identified by McKesson's Professional Services team.

### **McKesson Responsibilities**

McKesson shall:

- Use commercially reasonable efforts to provide reasonable advanced notice for interactions with Customer's designated contact that require substantial or prolonged work efforts on the part of Customer's designated contact other than for standard phone calls or emergency requests.
- Assign a project manager who will manage the project and interaction with other McKesson teams.
- Move all DICOM studies that are available to be moved in accordance with the guidelines specified in the Scope and Goals section above.
- Move the study data in the state the study data exists from the Source Cache to the Destination Cache.
- Involve the McKesson Support Department for assistance in the data move if necessary. If after three attempts, McKesson is unable to move a study, then McKesson is not required to move the study. Some studies may not move due to reasons beyond the control of McKesson (e.g. corrupted media or failed disks/tapes).
- Monitor the project remotely and provide progress reports.
- As part of the project close document at the end of the data move project, provide a one-time list of all studies that were unable to be moved.

### **Mutual Responsibilities**

Both McKesson and Customer shall:

- Conduct project status meetings and conference calls to discuss the progress of the project.
- Create and maintain the project issues list.
- Assign technical staff members as needed to resolve technical problems that may delay the project progress.

## PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM ("PACS")

### DATA MOVE STATEMENT OF WORK

Quote: 61573-1

#### Project Specifications

Source Archive: Current PACS Online Archive

Destination Archive: Customer Supplied New Archive

Maximum number of studies to re-archive to Destination Archive: 600,000

Maximum number of studies to retrieve from Source Archive: 400,000

#### Prerequisites

The following prerequisites and requirements ("**Prerequisites**") must be met before implementation of the movement of data can begin and must be in place for the duration of the project:

- The PACS must be fully operational and functional.
- Adequate Destination Archive data storage, as determined by McKesson, must be online to support the movement of the data. In the event that the Destination Archive is DICOM, a network accessible partition must be made available for storage of HIPAA event logs, scan documents and voice clips.
- The storage devices must be connected via Ethernet Network and accessible through Microsoft Windows TCP-IP protocol.
- The storage devices will be fully operational and functional.
- The PACS must be under McKesson support.

#### Scope and Goals

- The goal of this project is to successfully move all of the stored data from the Source Archive into the Destination Archive.
- Data will be moved as stored by PACS without coercion to DICOM image attributes.
- Movement of data above and beyond the specified scope will require additional charges at McKesson's standard time and materials rate.
- Movement of legacy data is a coordinated effort with Customer.
- The following items are out of scope and are not covered by this Statement of Work:
  - In the event faulty archive media is encountered, a third party data recovery vendor will need to be engaged. Customer is responsible for the costs of this service.
  - In the event that McKesson is unable to recover data from faulty media, a third party data recovery vendor will need to be engaged. Customer is responsible for the costs of this service.
  - No data cleaning will be supplied in this project.

All work is to be performed remotely during regular business hours, 8am-5pm PST/EST, Mon-Fri. In the event that an on-site visit is required, it will be billable as time and materials plus actual travel cost per McKesson's travel policy.

### **Customer Responsibilities**

Customer shall:

- Provide the project prerequisites.
- Assign a technical staff member who will be available during Customer's regular business hours for McKesson to contact.
- Provide McKesson the site schedule to move the data.
- Provide McKesson remote VPN access.
- Maintain system access and ensure that the system is operational.
- Perform all on site media handling.
- Provide assistance to McKesson in manually inserting tapes/DVDs into the archive as required.
- Be responsible for engaging and contracting with a third party vendor in the event that faulty media necessitates third party assistance.
- Work with McKesson Support to install any critical programmer temporary fixes ("PTFs") identified by McKesson's Professional Services team.

### **McKesson Responsibilities**

McKesson shall:

- Use commercially reasonable efforts to provide reasonable advanced notice for interactions with Customer's designated contact that require substantial or prolonged work efforts on the part of Customer's designated contact other than for standard phone calls or emergency requests.
- Assign a project manager who will manage the project and interaction with other McKesson teams.
- Move all studies that are available to be moved in accordance with the guidelines specified in the Scope and Goals section above.
- Move the study data in the state the study data exists from the Source Archive to the Destination Archive.
- Involve the McKesson Support Department for assistance in the data move if necessary. If after three attempts, McKesson is unable to move a study, then McKesson is not required to move the study. Some studies may not move due to reasons beyond the control of McKesson (e.g. corrupted media or failed disks/tapes).
- Monitor the project remotely and provide progress reports.
- As part of the project close document at the end of the data move project, provide a one-time list of all studies that were unable to be moved.

### **Mutual Responsibilities**

Both McKesson and Customer shall:

- Conduct project status meetings and conference calls to discuss the progress of the project.
- Create and maintain the project issues list.
- Assign technical staff members as needed to resolve technical problems that may delay the project progress.