



ORDER FORM

(CLAIMS PERFORMANCE AND MEDICAL MANAGEMENT SOLUTIONS)

ORDER FORM TO PRODUCT SCHEDULE 5 of McKesson Master Agreement No. MA135605204 (MHS No. 15519), dated June 11, 2013 and incorporating all referenced Exhibits, Schedules, and Attachments ("**Order Form**") and is made binding as of the latest date in the signature block below.

Exhibits

A-1	Payment Schedule, Term and Administration
A-2	Reserved
A-3	Medical Management Terms
B-1	Implementation, Education, and Consulting Services
C-1	Reserved
D-1	Reserved
E-1	Products and Services
F-1	AMA CPT Code Pass-Through 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 30, 2014.

Customer's purchase order ("**PO**") number is required. Pre-printed terms on or attached to Customer's purchase order will be of no force or effect. Failure to provide McKesson with a PO order number or copy will not relieve Customer of any obligation, including any payment obligation, under this Order Form. Customer must include Purchase Order Number in order for McKesson to process shipping.

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.

Customer represents and warrants that it is a duly organized and validly existing entity and has complete and unrestricted authority to enter into and terminate any and all agreements on behalf of the Facility listed herein. Customer may act on behalf of such Facility and shall be held responsible for the compliance of such Facility to the terms and conditions of the MA.

Termination of Prior Agreements. Natividad Medical Center's existing License Agreement No. 10015 with an Effective Date of May 28, 2004, will be terminated upon the Amendment Effective Date of Amendment No. 21923 signed contemporaneously herewith.

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 and the applicable Facility.

**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: [Signature]
 Name: Harry Weiss
 Title: CEO
 Date: 4/18/14
 Customer PO. No. _____

**MCKESSON HEALTH SOLUTIONS, A DIVISION
OF MCKESSON TECHNOLOGIES INC.**

By: [Signature]
 Name: Dana Spiel
 Title: Sales Executive
 Date: 4-10-14

CUSTOMER – For Execution:
 McKesson no longer requires the exchanging and signing of hard copy contracts. Please fax or email (scanned document) the signed agreement to your sales executive or account manager.

McKesson Health Solutions, a division of
 McKesson Technologies Inc.
 5995 Windward Parkway
 Alpharetta, Georgia 30005
 Attn: General Counsel
 Fax: 404-338-5138

With a copy to:

McKesson Health Solutions, a division of
 McKesson Technologies Inc.
 275 Grove Street
 Suite 1-210
 Newton, MA 02466
 Attn: Vice President of Product Operations

Customer Number	NAT04
Service Contract Number	MHS9115
SAP Number	1010301
Contract Number	20559

FOR MCKESSON INTERNAL USE ONLY

Submit fully executed contract to:

McKesson Health Solutions
Attn. Account Management
275 Grove St.
Suite 1-110
Auburndale, MA 02466
Fax: 617-273-3777

EXHIBIT A-1

PAYMENT SCHEDULE, TERM AND ADMINISTRATION

PAYMENT SCHEDULE

SOFTWARE, CLINICAL CONTENT, AND ASP SERVICES LICENSE FEES

Notwithstanding anything to the contrary in the MA, the annual payments for the Software and Clinical Content and the number of Beds set forth herein are not subject to decrease.

\$8,693.55*	due on the date this OF is executed by the parties.	Such fee includes a fifteen percent (15%) discount.
\$23,711.42*	due on the first anniversary of the OF Effective Date.	Such fee includes a fifteen percent (15%) discount.
\$23,711.42*	due on the second anniversary of the OF Effective Date.	Such fee includes a fifteen percent (15%) discount.
\$23,711.42*	due on the third anniversary of the OF Effective Date.	Such fee includes a fifteen percent (15%) discount.
\$23,711.42*	due on the fourth anniversary of the OF Effective Date.	Such fee includes a fifteen percent (157%) discount.
\$23,711.42*	due on the fifth anniversary of the OF Effective Date.	Such fee includes a fifteen percent (15%) discount.
\$5,737.97*	due on the sixth anniversary of the OF Effective Date.	Such fee includes a fifteen percent (15%) discount and is prorated from the sixth anniversary of the OF Effective Date through June 30, 2019.

*Plus applicable taxes.

CALIFORNIA TAX: When taking into consideration the expected tax of 7.75%, the estimated total invoice amount for license fees should be approximately \$143,295.23.

PAYMENT SCHEDULE FOR SERVICES FEES.

- \$17,000.00*** due on the date this OF is executed by the parties.
- \$2,250.00*** due on the first anniversary of the OF Effective Date.
- \$2,250.00*** due on the second anniversary of the OF Effective Date.
- \$2,250.00*** due on the third anniversary of the OF Effective Date.
- \$2,250.00*** due on the fourth anniversary of the OF Effective Date.

*Plus applicable taxes.

MAXIMUM OBLIGATION: Subject to the limitations set forth in this Order Form, Customer shall pay to McKesson during the Initial Term of this Order Form a maximum amount of \$169,295.23 for license and service fees under this Order Form. This amount is including applicable taxes as referenced in the California Tax provision above.

UNAVAILABILITY OF FUNDS: For purposes of this Order Form, McKesson agrees to comply with California Code relating to the unavailability of funds. Both parties agree that, following the first twelve (12) months from the Order Form Effective Date, should funds become unavailable because of Monterey County Board of Supervisors' failure to continue to fund Customer's obligations under this Order Form,

then this Order Form will be terminated thereafter immediately upon written notice by Customer to McKesson without penalty. Upon such termination, Customer agrees to remit all amounts due and payable up to and including the termination date of this Order Form.

UPGRADES: Installation and/or implementation of the Software by McKesson as a result of Upgrades to the Software and/or new Releases of the Software are beyond the scope of services outlined hereunder . Unless otherwise addressed by this Order Form, such services shall be contracted for separately and additional fees will apply. McKesson and Customer will determine the scope of the additional services to be provided and the terms and conditions pursuant to which such additional services shall be provided by McKesson.

TERM: The term of this Order Form will commence upon execution by the Natividad Medical Center Purchasing Manager (the **“OF Effective Date”**) and ends on June 30, 2019 (the **“Initial Term”**).

INCREASE IN USAGE BASED VARIABLES: If, during the Initial term, Customer’s Usage-Based Variables increase above the limitation set forth herein, or in an Order Form, for any reason other than Customer’s acquisition of another entity (**“Natural Growth”**), Customer will pay the Prevailing Rates for such increased Usage-Based Variables.

Pursuant to this Section, the parties acknowledge and agree that Customer will provide notification of any increase in the Usage-Based Variables and McKesson shall bill Customer accordingly for any increase in fees.

Customer is solely responsible for reporting all discounts or appropriate net prices received from McKesson pursuant to this Order Form on cost reports filed by Customer with any government entity.

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.

ADMINISTRATION:

Sold To:	Bill 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	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 Boulevard	1441 Constitution Boulevard
Suite 300	Salinas, CA 93906
Salinas, CA 93906	Attention: Sharon Fiola, Interim Case Management Director
Taxable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Telephone: 831.772.7496
Ship To: See Facility information on Exhibit E-1.	E-mail: fiolas@natividad.com
	Download Central Administrator:
	Sharon Fiola, Interim Case Management Director
	E-mail: fiolas@natividad.com

EXHIBIT A-3

MEDICAL MANAGEMENT TERMS

SECTION 1: CARENHANCE[®] REVIEW MANAGER ENTERPRISE SOFTWARE (“REVIEW MANAGER”)

The following terms apply to the Review Manager Software and Clinical Content:

1.1 HL-7 Interface. Customer acknowledges that the HL-7 Interface Enabler licensed from McKesson is a tool to allow Customer to develop an interface to Review Manager and that McKesson is not delivering an interface to Customer nor will McKesson support, maintain or develop any such interface unless expressly agreed to in writing by McKesson and Customer. Customer further acknowledges and agrees that changes to any such interface may be required as a result of the installation of new Releases of Review Manager.

1.2 Interface/Integration. Only interfaces and/or integrations from McKesson’s Alliance Partners, or other interfaces and integrations that have been approved by McKesson in writing, are permitted to be used in conjunction with Review Manager. Additionally, notwithstanding anything to the contrary in the MA, Customer is solely responsible for securing the installation, support, and maintenance of any interface or integration. Customer will not implement an Alliance Partner interface or integration for a new release or update until the Alliance Partner has obtained a validation certificate from McKesson.

1.3 Display of CPT Codes. McKesson and Customer acknowledge and agree that the display and search functionality of the CPT Codes within the CareEnhance[®] Review Manager Bookview and the InterQual[®] SmartSheets™ is for Customer’s internal use only. Should Customer desire to make the Clinical Content available over the internet or to its Provider network, the parties will execute an amendment for such expanded use.

EXHIBIT B-1

IMPLEMENTATION, EDUCATION, and CONSULTING SERVICES

CareEnhance® Review Manager Enterprise (“Review Manager”) Implementation Services and InterQual® Learning Source (“ILS”) Training

Table 1 (MHS9115-C): Services for The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Medical Center

ILS Training Package(s)	*Number of Participants	Fee (Year 1)	Annual Fee (Years 2-5)
<u>Review Manager Implementation Services - HL-7</u> <ul style="list-style-type: none"> Remote Project Management Support Remote Technical Installation Services Remote Technical Consulting on the HL-7 Interface 		\$12,750.00	
<u>ILS: Review Manager Non-Integrated for System Administrators</u> <ul style="list-style-type: none"> VILT - Review Manager System Administration (Non Integrated) Material: 75005576	Up to 4 participants	\$1,000.00	
<u>ILS: Review Manager Reports</u> <ul style="list-style-type: none"> VILT - Review Manager Reports Material: 75005577	Up to 4 participants	\$1,000.00	
<u>ILS LOC: InterQual® Acute Criteria with Review Manager</u> <ul style="list-style-type: none"> VILT - LOC: InterQual® Acute Criteria (Review Manager) Material: 75005568	Up to 10 participants annually	\$2,250.00	\$2,250.00
Fixed Fee Total:		\$17,000.00	\$2,250.00

Payment Terms - Services Fees

\$17,000.00* due on the date this OF is executed by both parties.

\$2,250.00* due on the first anniversary of the OF Effective Date.

\$2,250.00* due on the second anniversary of the OF Effective Date.

\$2,250.00* due on the third anniversary of the OF Effective Date.

\$2,250.00* due on the fourth anniversary of the OF Effective Date.

* plus any applicable taxes

1.0 STATEMENT OF PROJECT SCOPE

The Services listed in the Service Pricing table include Review Manager Implementation and ILS Training Services in accordance with the **McKesson Health Solutions, a division of McKesson Technologies Inc. Guide to Standard Implementation and Training Services** ("Services Guide").

2.0 ASSUMPTIONS

- 2.1 Customer will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each additional instructor-led session requested beyond the McKesson recommended number of session(s). Customer will be billed separately for additional participants attending an instructor-led session without pre-registering and/or being covered by this Order Form.
- 2.2 The Services Guide may be amended from time to time at McKesson's discretion. To obtain the most current version of the Services Guide, contact your McKesson Sales Executive, Account Manager or download from Customer Hub.
- 2.3 Customer acknowledges that Services will be provided only for Facilities licensed under the Agreement.
- 2.4 Training Services will not be carried over from prior years.
- 2.5 Training includes all applicable self paced trainings.
- 2.6 All applicable self paced trainings should be completed prior to any VILT session(s).

3.0 DEFINITIONS

"**CareEnhance[®] Review Manager Enterprise**" ("**Review Manager**") also referred to as "the Software."

"**Fixed Fee (FF)**" means that the Services will be delivered by McKesson at a set price, determined by McKesson, taking into account the project scope and the time and resources necessary to complete the Services.

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

EXHIBIT E-1

PRODUCTS AND SERVICES

1. On the following page, any Product for which the "No. of Copies" is blank or "0" is either available online or included in another Product.
2. As of the date this Order Form is executed by the parties, Customer is granted a license to the following Products which will be added to the Natividad Medical Center Facility:
 - a. InterQual® Clinical Evidence Summaries;
 - b. CareEnhance® Review Manager Enterprise (Access and SQL Versions);
 - c. Business Objects Crystal Report (Third Party Product); and
 - d. Symphonia HL7 Interface Enabler.
3. As of the OF Effective Date, all other Products set forth on the following page were renewed.
4. After April 1, 2014, the InterQual Clinical Evidence Summaries set forth on the following page(s) will not be delivered or made available as a separate product, and the appropriate portions thereof will be included as part of the applicable Clinical Content module. Notwithstanding the foregoing, if Customer licenses the MDX Clinical Content or McKesson Diagnostics Exchange™ (DEX) Clinical Content, the InterQual® Clinical Evidence Summaries will continue to be made available as a separate product.
5. Customer acknowledges and agrees that it will maintain the associated licenses, hardware and software set forth in the Required Environments Guide for the Software and ASP Services.
6. THIRD PARTY TERMS.

As indicated on the following page, Customer agrees to the applicable Third Party Terms and conditions, as set forth at <http://customerportal.mckesson.com>, which Customer may access using the following confidential login information:

User ID: contractprovisions@mckesson.com
Password (case sensitive): Portal!Access

For the avoidance of doubt, if there are no terms for the Third Party Products listed on the McKesson Customer Portal, then no Third Party Terms and conditions apply. In the event that a Third Party Software provider raises its licensing fees of such Third Party Software, McKesson may increase its annual license fees upon the next anniversary of such Order Form.

Facility

Natividad Medical Center
1441 Constitution Boulevard
Suite 300
Salinas, CA 93906

Attn: Sharon Fiola, Interim Case Management Director

Tel: +1 (831) 772 7496

E-Mail: FiolaS@natividad.com

	Size / Type	Users	No. of Copies
InterQual® Clinical Content			
Acute Adult Criteria	123 / Beds	0	0
Acute Pediatric Criteria	123 / Beds	0	0
InterQual® Clinical Evidence Summaries	123 / Beds	0	
SIMplus	123 / Beds	0	
Software			
CareEnhance® Review Manager Enterprise (Access)	123 / Beds	0	0
CareEnhance® Review Manager Enterprise (SQL)	123 / Beds	0	0
InterQual® View (Access)	123 / Beds	0	
InterQual® View (SQL)	123 / Beds	0	
3rd Party			
AMA CPT Codes IQ	123 / Beds	0	
Business Objects Crystal Reports	123 / Beds	0	
Symphonia HL7 Interface Enabler	123 / Beds	0	

EXHIBIT F-1

AMA CPT CODES PASS-THROUGH TERMS

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").

A. The following definition will apply solely for purposes of permitting Customer's use of CPT (as defined below):

"User" is an individual who:

- (a) accesses, uses, or manipulates CPT Editorial Content contained in the Software; or
- (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.

"Editorial Content" means content from the print publication *Current Procedural Terminology, Fourth Edition* ("CPT Book") and the data file(s) of *Current Procedural Terminology* ("CPT[®]") including Tiers I, II, and/or III, all as available from the AMA (individually and collectively called "CPT Data File") published by the AMA in the English language as used in the United States (collectively, "CPT"), a coding work of nomenclature and codes for reporting of healthcare services. "Editorial Content" and "CPT Editorial Content" are used interchangeably in the Agreement.

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.

C. Customer acknowledges that the AMA reserves all rights, whether statutory or common-law, in the CPT terminology and that no rights therein are hereby conveyed to Customer except to the extent that Customer has been granted a license to the Software. THE EDITORIAL CONTENT IS LICENSED "AS IS" AND THE AMA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EDITORIAL CONTENT, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE AMA DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE EDITORIAL CONTENT AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USES, NONUSE, OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE EDITORIAL CONTENT. CUSTOMER FURTHER ACKNOWLEDGES THAT THE AMA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES OF ANY NATURE WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, ARISING FROM THIS AGREEMENT. The AMA shall not be deemed a party to the Agreement, and Customer shall look solely to McKesson for the performance of any obligations due Customer hereunder.

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.

E. CPT only © 2012, etc. American Medical Association. All Rights Reserved. Fee schedules, relative units, conversion factors, and/or related components are not assigned by the AMA, are not part of

CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. CPT is a registered trademark of the American Medical Association.

F. CPT is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a)(June 1995) and DFARS 227.7202-3(a)(November 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

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.