



**AMENDMENT**

THIS AMENDMENT (the “**Amendment**”) to McKesson Master Agreement No. MA135605204, (MHS No. 15519) dated June 11, 2013, (the “**MA**”) is effective upon execution by the Natividad Medical Center Purchasing Manager (the “**Amendment Effective Date**”) between McKesson Health Solutions LLC, a division of McKesson Technologies Inc., on behalf of itself and the McKesson Affiliates (“**McKesson**”) and 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**”).

WHEREAS, the Parties desire to amend the MA as of the Amendment Effective Date on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein, McKesson and Customer agree to amend the MA as follows:

1. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Amendment have the meaning set forth in the MA.
2. The MA is hereby amended to add Product Schedule Claims Performance and Medical Management Solutions including InterQual Products attached hereto as Exhibit 1. In addition, the Product Schedule table on Page 1 of the MA is replaced with the table below.

PRODUCT SCHEDULES	INCLUDED (as of Effective Date)	
Product Schedule 1 (Hospital Solutions)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 2 (McKesson Cardiology)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Product Schedule 3 (Automation Solutions)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 4A (RelayHealth – Processing Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 4B (RelayHealth – Subscription Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 4C (RelayHealth – Revenue Cycle Outsourcing Services)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 4D (RelayHealth – RelayCare Software)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 5 (Claims Performance and Medical Management Solutions including InterQual Products)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Product Schedule 6 (Physician Practice Solutions)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Product Schedule 7 (Homecare)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

3. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

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

By: [Signature]  
 Name: Henry Hois  
 Title: CE  
 Date: 4/18/14

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

Customer Address:  
 1441 Constitution Boulevard  
 Suite 300  
 Salinas, CA 93906

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

**FOR MCKESSON INTERNAL USE ONLY**

**Submit fully executed contract to:**  
 McKesson  
 Attn: Contract Operations  
 5995 Windward Parkway  
 Mailstop: ATHQ-0111  
 Alpharetta, GA 30005  
 Fax: 404.338.5161  
 Email: Contract.Ops@McKesson.com

	MHS	MTI
Customer Number	(NAT04)	(1080530)
Contract Number	(15519)	(MA135605204)

## EXHIBIT 1

### PRODUCT SCHEDULE 5

#### CLAIMS PERFORMANCE AND MEDICAL MANAGEMENT SOLUTIONS INCLUDING INTERQUAL PRODUCTS

The MA Terms and Conditions and this Product Schedule 5 apply to all Health Solutions Products and Services licensed or purchased by Customer under each Order Form referencing this Product Schedule 5.

#### SECTION 1: DEFINITIONS

**“Beds”** means the number of hospital beds regularly maintained (set up and staffed for use) for inpatients by Customer or a Facility.

**“Claim”** means a request for payment or a reported encounter received by Customer from a Provider, or from a Covered Life seeking reimbursement for such services, comprised of any number of lines.

**“Covered Lives”** means a primary member, subscriber or eligible dependent covered under a health plan or member who is included under a delegated risk arrangement under an agreement with Customer.

**“Customer’s Website”** means Customer’s secured website, to which access is limited to Providers who present a unique identifier and a password that corroborates the binding between the Provider and the unique identifier.

**“Facility”** means a healthcare facility or health plan located in the United States and operated by Customer that is identified in an Order Form. Customer acknowledges and agrees that notwithstanding Customer’s Provider Identification Number or Tax Identification Number, each physical location shall constitute a separate Facility.

**“Provider”** means (a) a healthcare professional who provides services to Customer’s members, and (b) such authorized employees of such Provider who are acting on behalf of the Provider. For purposes of the McKesson’s Transparency and SmartSheet Software only, the definition of Provider will not include hospitals, health centers or other treatment facilities.

**“Release”** means an updated version of the Software which contains Software changes and/or configuration change(s), as applicable.

**“Reviews”** means each individual determination of clinical appropriateness performance for a patient.

**“Seat”** means a unique physical device such as a personal computer, work station, or terminal utilized to access the Software, either directly or at the physical device on which the Software is located or the location of the entity that has a license to use the Clinical Content.

#### SECTION 2: CLINICAL CONTENT

2.1 Copying of Clinical Content. Customer may copy the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure: (a) to a Provider who has submitted a Claim to Customer for reimbursement and is questioning the rationale to support Customer’s decisions and solely for use for Claim specific

discussions with Customer; (b) to a Provider of health care service subject to Customer's medical necessity review and solely for use for case specific medical necessity discussions with Customer, as well as for payment determinations; (c) to a Provider in support of legislative and/or regulatory requirements for notification of material changes in payment policy and/or coding practices; (d) to a person included as one of Customer's Covered Lives under this MA or to such person's representative when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for said person; (e) to a Provider for the sole purpose of marketing Customer's services; (f) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's medical necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination; (g) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content be filed with said agency (copy to be furnished to McKesson as soon as practicable prior to any such disclosure so that McKesson may, at its option, object to or dispute same); and (h) pursuant to a judicial order or subpoena (copy to be furnished to McKesson at least 5 business days notice prior to any such disclosure so that McKesson may, at its option, object to or dispute same, or, if the scheduled time for such disclosure is less than 5 business days, then as soon as possible prior to such disclosure). In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen McKesson's trademark and copyright notices, as dictated by herein, and Customer will maintain and furnish the disclosure/distribution to McKesson upon request.

"McKesson's Statement of Disclosure: The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. The Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.

The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider."

2.2 Responsibility for Clinical Content. The authority and responsibility to determine whether to adopt any Clinical Content, how and when to apply Clinical Content, and the final determination with respect to such Clinical Content will rest entirely and solely with Customer.

2.3 Transition of Clinical Content. The parties acknowledge and agree that McKesson currently provides the Clinical Content in a variety of formats. McKesson reserves the right to change the format and to provide such Clinical Content to Customer in a different medium at mutually agreed upon license fees.

2.4 Disclaimer. THE CLINICAL CONTENT (WITHOUT REGARD TO THE MEDIA IN WHICH IT IS EMBODIED OR EXPRESSED), IS PROVIDED ON AN "AS-IS" BASIS. With respect to a material defect in material or workmanship, written notice and an explanation of the circumstances of any claim that the Clinical Content has proved materially defective in material or workmanship will be given promptly by Customer to McKesson. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A MATERIAL DEFECT IN THE CLINICAL CONTENT IS EXPRESSLY LIMITED TO THE CORRECTION OF SUCH BY MCKESSON AT ITS SOLE EXPENSE.



2.5 Clinical Content Indemnification. Customer acknowledges and agrees that all ultimate care and payment decisions are strictly and solely the obligation and responsibility of Customer and its providers and reviewers with McKesson having no right or standing to direct or control their uses of the Software or Clinical Content. Accordingly, Customer assumes the risk of liability for, and agrees at its sole expense to indemnify and hold McKesson, the McKesson Affiliates, and all other McKesson affiliates, safe and harmless against, and will defend the same, their suppliers and their respective affiliates, from and against any and all liabilities, losses, damages, claims and expenses (including legal expenses of any kind and nature) (each a “**Claim**”) arising out of Customer’s use of or inability to use, the Clinical Content or the Software (or the use of or inability to use the Clinical Content or the Software by any person receiving the Clinical Content or the Software by or through Customer).

2.6 Historical Versions of Clinical Content. If Customer purchases Historical Versions of Clinical Content, Customer acknowledges and agrees that it shall (i) use the Historical Versions solely in the performance of retrospective reviews and (ii) use only the relevant Clinical Content for the applicable Clinical Content year the care was rendered. Customer further acknowledges and agrees that (i) McKesson shall have no further obligations whatsoever with regard to the Historical Versions, including, but not limited to, any obligation to deliver support services or provide maintenance or updates related to the Historical Versions, (ii) the Historical Versions are provided “as is” and any and all warranties relating to the Historical Versions have lapsed and become null and void, and (iii) any and all other obligations and/or liabilities of McKesson relating to the Historical Versions (including, without limitation, any indemnity obligations and any escrow obligations) have also lapsed and become null and void. For purposes of this Section, Historical Versions shall mean the Clinical Content that is no longer in production and is not one of the two most current versions.

### **SECTION 3: INTERFACE/INTEGRATION**

Customer may not install any interface and/or integration to the Software without the prior written consent of McKesson, which consent shall not be unreasonably withheld.

### **SECTION 4: ADDITIONAL LICENSE TERMS**

4.1 Size Representation. Customer will furnish to McKesson a written report detailing the volume of Customer’s usage-based variable as set forth in each applicable Order Form at least 60 days prior to each anniversary of the Order Form Effective Date, as of such date.

### **SECTION 5: SOFTWARE MAINTENANCE SERVICES**

5.1 Software Maintenance Services Fees. The fees for Software Maintenance Services are included in the license fees for the applicable Software.

### **SECTION 6: GENERAL TERMS**

6.1 Security. Customer agrees to use commercially reasonable security measures to prevent unauthorized access to the Software and/or Clinical Content. Customer agrees to be responsible for any breach of the MA or any other unauthorized dissemination of the Software and/or Clinical Content or the content contained therein by any user accessing the Software and/or Clinical Content via Customer’s Website.

6.2 Termination and Return of Software and Clinical Content. Section 5.6.2 of the MA Terms and Conditions does not apply to any Software or Clinical Content licensed under this Product Schedule 5. Notwithstanding Section 5.6.3 of the MA Terms and Conditions, one hardcopy of the InterQual®

Clinical Content may be retained in Customer's compliance office for archiving purposes only, provided that the MA or Order Form has not been terminated for Customer's default.

6.3 Acquisitions. If Customer acquires a health plan or health care facility ("**Acquired Entity**") that entered into a license for Software, Clinical Content, or ASP Services ("**Pre-Existing Contract**") prior to such acquisition, that Pre-Existing Contract will remain in effect until its termination. Upon the termination of the Pre-Existing Contract, or upon Customer's acquisition of an Acquired Entity that does not have a Pre-Existing Contract, Customer will pay McKesson for any additional usage-based variables specified in the applicable Order Form, including, but not limited to Covered Lives, Beds, Users, Seats, etc. ("**Usage-Based Variables**"), regardless of location, resulting from the acquisition of the Acquired Entity in accordance with this Order Form. Customer will disclose to McKesson the increase in the Usage-Based Variables it gained through the Acquired Entity within 30 days after such acquisition. If the Acquired Entity will not use the Software, Clinical Content, and ASP Services, no additional license fees will be due.

6.4 Price Increases. Section 4.6 of the MA will not apply to this Product Schedule 5. All price increases will be addressed in the Order Form.