



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 No. 1080530  
Contract Number: P14000927  
May 20, 2014

**For Customer Internal Use Only**  
Amendment No. P14000927 and add-on agreement no. 1-1GGZUY\_PS2 must sign together.

**AMENDMENT**

AMENDMENT No. P14000927 ("Amendment"), effective as of the date of the last-executed signature below ("Amendment Effective Date"), to the contracts listed in Table 1 below, as amended (collectively, the "Agreements"), and is entered into between McKesson Technologies Inc. ("McKesson"), successor to McKesson Information Solutions LLC, a Delaware limited liability company, 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"), (each a "Party" and collectively, the "Parties").

Table 1:

Contract Number	Effective Date
1-1991S6_PS2	April 23, 2012
1-17NBMH	April 26, 2011
1-15MVVL_PS2	June 15, 2010
1-15U42P_PS2	June 15, 2010
1-15U3RN_PS2	June 15, 2010
1-15U3W2_PS2	June 15, 2010
1-15U3ZH_PS2	June 15, 2010
1-15Z1DB_PS2	June 15, 2010
1-16CZD7_PS2	June 15, 2010
1-16DCK3_PS2	June 15, 2010
1-140JVB_PS2	June 15, 2010

**RECITALS**

- A. On June 15, 2010, the Parties entered into Order Form No. 1-140JVB\_PS2, pursuant to which Customer purchased the Horizon Medical Imaging ("HMI") System (the "Initial OF").
- B. On June 15, 2010, April 26, 2011 and April 23, 2012, the Parties subsequently entered into the additional Order Forms listed in Table 1 above for the purchase of additional HMI Products and Services ("Add-on Contracts"). Except where specifically noted otherwise in the Add-on Contracts, the Add-on Contracts are subject to the terms and conditions of the Initial OF, including the Up Time Standard terms.
- C. Pursuant to Order Form No. 1-1GGZUY\_PS2, the Parties desire to move Customer to a virtual environment for the HMI System. A virtual environment requires that the Up Time Standard terms governing the Agreements be modified to address the impact of a virtual environment on downtime.

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- D. The Parties desire to amend the Initial OF and Add-on Contracts listed in Table 1 above, collectively the Agreements, to modify the Up Time Standard terms.
- E. The Parties desire to extend Customer's Software Maintenance Services ("SWM Services") term for all Software listed in the Agreements (the "Previously Licensed Software") for an additional five years beginning on June 16, 2015.

Based on the foregoing, the Parties desire to amend the Agreements as of the Amendment Effective Date on the terms and subject to the conditions set forth below.

### TERMS AND CONDITIONS

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 Agreements.

2. Upon the Amendment Effective Date, Exhibit A-4 of the Initial OF is amended by deleting Section 2.2.2 in its entirety and replacing it with the following new Section 2.2.2:

"2.2.2 Downtime resulting from the Customer-provided network, or System modifications not authorized and certified by McKesson, or, if applicable, issues caused by Customer's SAN/storage or virtualization software (e.g. VMWare™)."

3. The Parties acknowledge and agree that this Amendment will be signed with or before Order Form No. 1-1GGZUY\_PS2, or this Amendment will be deemed void.

4. The Agreements are hereby amended by extending SWM Services for the Previously Licensed Software for a new five year term beginning June 16, 2015 and ending June 15, 2020 (the "Extended Renewal Term"). Upon expiration of the Extended Renewal Term, SWM Services will renew only upon the mutual written agreement of the Parties.

5. Each Party may disclose the terms and conditions of this Amendment or the existence of the Agreements pursuant to the Use and Disclosure of Confidential Information terms set forth in Section 5.1.1 of McKesson Master Agreement No. MA1011350, dated June 7, 2010.

6. It shall be Customer's responsibility to ensure that all discounts or the appropriate net price received from McKesson pursuant to this Amendment are properly reflected on any cost reports filed by Customer to any government entity.

7. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreements shall remain in full force and effect. Each signatory below represents that it has obtained all necessary authority to enter into this Amendment as a binding commitment on the Party on whose behalf the signatory signs.

8. McKesson's offer as memorialized by this Amendment expires without further action or notice by McKesson and is no longer capable of acceptance by Customer unless McKesson has in hand received duplicate signed, unaltered copies of the Amendment on or before **May 30, 2014**. If Customer does not satisfy the foregoing condition, McKesson shall have no duty to perform any obligation stated herein or to revive its offer to perform any obligation stated herein in the future.

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 No. 1080530

Contract Number: P14000927

May 20, 2014

9. This Amendment contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Amendment. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Amendment, not expressly set forth in this Amendment are of no force or effect. Any amendment or modification of this Amendment must be in writing, and signed by duly authorized representatives of McKesson and Customer. Any amendment or modification not made in this manner shall have no force or effect.

**AGREED AND ACCEPTED:**

**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: [Signature]  
Name Harry Garcia  
Title: CEO  
Date: 6/17/14

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

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey  
6-20-14

**FOR MCKESSON INTERNAL USE ONLY**

Submit fully executed contract to:  
McKesson  
Attn: Contract Operations  
5995 Windward Parkway  
Mailstop: ATHQ-5400  
Alpharetta, GA 30005  
Fax: 404-338-5161  
Email: [Contract.Operations@McKesson.com](mailto:Contract.Operations@McKesson.com)

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 No. 1-1GGZUY\_PS2  
May 21, 2014



**For Customer Internal Use Only**  
PACS Initial contract - No. 1-15Z1DB\_PS2  
PACS add-on agreement - No. 1-1GGZUY\_PS2

**ORDER FORM  
(MEDICAL IMAGING SOLUTIONS)**

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

**Exhibits**

<b>A</b>	<b>Facilities, Fees Summary, Payment Schedule and Administration</b>
<b>A-1</b>	<b>Quotes</b>
<b>B-1</b>	<b>Reserved</b>
<b>C-1</b>	<b>Reserved</b>
<b>D-1</b>	<b>Additional Terms</b>

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**.

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.

In the event the parties fail to execute Amendment No. P14000927 with or before this Order Form, then this Order Form will be deemed void.

**[SIGNATURES ON NEXT PAGE]**

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: [Signature]

Department Head (if applicable)

Date: 6/17/14

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Approved as to Legal Form

By: [Signature]

Stacy Saetta *anne Brechet*

Deputy County Counsel

Date: June 20, 2014

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 6-20-14

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

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 No. 1-1GGZUY\_PS2  
May 21, 2014

**FOR MCKESSON INTERNAL USE ONLY**

**Submit fully executed contract to:**  
McKesson Medical Imaging Group  
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](mailto:migsalescontracts@mckesson.com)

**EXHIBIT A**

**FACILITIES, FEES SUMMARY, PAYMENT SCHEDULE AND ADMINISTRATION**

**FACILITIES:**

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

**FEES SUMMARY:**

	<b>One-Time Fees</b>	<b>Recurring Fees</b>
<b>Software:</b>	\$96,306	\$41,665
<b>Implementation &amp; Education Services:</b>	\$137,910	
<b>Equipment:</b>	\$15,020	N/A
<b>Third Party Pass Through Equipment:</b>	\$4,000	
<b>GRAND TOTALS:</b>	<b>\$253,236</b>	<b>\$41,665</b>

**PAYMENT SCHEDULE:**

<b>System Software, System Implementation and Education Services, and System Equipment:</b>	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.
<b>System Software Maintenance Services:</b>	<b>Software Maintenance Services:</b> The first annual Software Maintenance Services fee is due on the System Installation Date, for the subsequent 12 month period. Subsequent annual Software Maintenance Services fees are due on each anniversary date of System Installation.
<b>System Third Party Pass Through Equipment:</b>	<b>Equipment:</b> 100% is due on delivery to Customer.

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.

**ADMINISTRATION:**

<b>Sold To:</b> 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 168 West Alisal Street, 3rd Floor Salinas, CA 93901	<b>Ship To:</b> Natividad Medical Center 1441 Constitution Boulevard Salinas, CA 93906
Federal Tax ID: 94-6000524	Attention: Sunil Masson Telephone: 925-683-5435 Email: massons@natividad.com
<b>Bill To:</b> Natividad Medical Center P.O. Box 81611 Salinas, CA 93906	<b>Paid By:</b> 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 168 West Alisal Street, 3rd Floor Salinas, CA 93901
Attention: Accounts Payable	



**EXHIBIT A-1**  
**QUOTE(S)**  
**[SEE FOLLOWING PAGES]**

**MCKESSON**

Quotation: **H14NTV005-05**  
Revision Date: May 21, 2014  
McKesson  
Radiology 12  
Quote Description: Upgrade  
Natividad Medical  
Facility Description Center

Quotation Summary

Primary Quotation #H14NTV005-05

McKesson Software	24,000
<u>VTRIP One Time Promotional Discount</u>	<u>(24,000)</u>
<u>Net McKesson Software</u>	<u>-</u>
Third Party Software	2,556
Equipment	10,666
Implementation Services	102,610
Education Services	16,000
Freight	50
<u>Net Services</u>	<u>118,660</u>
<b><u>Subtotal Primary Quotation</u></b>	<b><u>\$ 131,882</u></b>

Third Party Equipment #H14NTV005-05PT 4,000

**Net Total** \$ **135,882**

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.

**McKESSON**

Quotation: **H14NTV005-05**  
 Quote Description: **McKesson Radiology  
 12 Upgrade  
 Natividad Medical  
 Center**

Revision Date: **May 21, 2014**

**Scope / Assumptions / Requirements**

- This system is configured for a virtualized environment; Customer must provide environment in accordance with McKesson Specifications.
- McKesson does not provide Equipment Maintenance for virtualized servers
- Movement of Oracle database within virtual environment to be restricted to one specific physical host for the Production Database and one specific physical host for the Care Continuance Database, with a maximum of two CPUs per host. Additional Oracle licensing may be required if additional hosts/CPUs are required to support Oracle.
- The proposed system will connect to Customer-supplied storage solutions via Universal Naming Convention (UNC) paths for online (cache) image storage, offline (archive) image storage, and database backup. The Customer is responsible for ensuring that these data storage locations are maintained and secured for disaster recovery purposes.
- Requires Powerscribe 360 1.0 or higher
- Requires Segami Oasis 2.0 or higher
- Requires Orthoview 6.0 or higher
- Requires Vital Enterprise Suite 6.0 or higher
- Requires PeerVue 7.0 or higher

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
<b>McKesson Software</b>					
1	1	VTR005 72020388	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, AvelP, 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.	-	-
2	1	MSS120 72028980	McKesson Study Share Software - unlimited users up to 5 authoring facilities  McKesson Study Share is a web-based application for creating and sharing teaching files. With Study Share, users can quickly create teaching files from the McKesson Radiology workstation with just a few clicks. Selected Images are copied to a separate repository, where they are visible to other users via web browser. Users can search for cases by text or attributes. Patient Information is only visible to the user who created the case. Functionality includes export to automatically generated PowerPoint files, and full text searching over legacy reports stored in the PACS database.  Includes McKesson Study Share server software license and unlimited user access, for use at 5 or fewer affiliated facilities	-	-
<b>Net McKesson Software</b>					
<b>Third Party Software</b>					
3	1	SEG1010U 72028620	Upgrade from Oasis 1.X Segami Oasis Version 2 Server Software License	-	-
4	3	SEG1110U 72028621	Upgrade from Oasis 1.X Segami Oasis Version 2 Advance Client Concurrent License	-	-
5	1	VIV401 72024905	MySQL Pro License	1,500	1,500
6	1	ORC115 72016211	ORACLE SOFTWARE LICENSE  Oracle Diagnostic Pack	1,056	1,056
<b>Subtotal Third Party Software</b>					<b>2,556</b>
<b>Equipment</b>					

**McKESSON**

**Quotation:** H14NTV005-05  
 Quote Description: McKesson Radiology  
 12 Upgrade  
 Natividad Medical  
 Facility Description: Center

Revision Date: May 21, 2014

**Scope / Assumptions / Requirements**

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- The proposed system will connect to Customer-supplied storage solutions via Universal Naming Convention (UNC) paths for online (cache) image storage, offline (archive) image storage, and database backup. The Customer is responsible for ensuring that these data storage locations are maintained and secured for disaster recovery purposes.
- Requires Powerscribe 360 1.0 or higher
- Requires Segami Oasis 2.0 or higher
- Requires Orthoview 6.0 or higher
- Requires Vital Enterprise Suite 6.0 or higher
- Requires PeerVue 7.0 or higher

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
7	1	NSJ410V2K8X64 80007071	THIRD-PARTY UTILITIES FOR DATABASE VIRTUAL MACHINE  Requires VMWare environment provided and supported by the Customer, in accordance with McKesson Specifications. Customer must also supply Microsoft Windows 2008 licenses.  McKesson does not provide Equipment Maintenance for virtualized servers.  The following third party licenses are included:  - Pragma Fortress - LeadTools RunTime - Remote Admin Help Desk - Pegasus Compression Library - BMC Content Manager for Servers - BMC Application Manager for Servers - Symantec Endpoint Protection - Symantec Application HA 6.0 Win per VM STD - Crystal Reports XI	3,156	3,156
8	1	SRV600V2K8x64 80005600	THIRD PARTY UTILITIES FOR VIRTUALIZED SERVERS  Requires VMWare environment provided and supported by the Customer, in accordance with McKesson Specifications. Customer must also supply Microsoft Windows 2008 licenses.  McKesson does not provide Equipment Maintenance for virtualized servers.  The following third party licenses are included:  - Pragma Fortress - LeadTools RunTime - Remote Admin Help Desk - Pegasus Compression Library - BMC Content Manager for Servers (1 per CPU) - BMC Application Manager for Servers (1 per CPU) - Symantec Endpoint Protection	2,177	2,177

**McKESSON**

**Quotation:** H14NTV005-05  
 McKesson Radiology  
 12 Upgrade  
 Natividad Medical  
 Center

Revision Date: May 21, 2014

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ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
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10	1	SRV600V2K8x64 80005600	THIRD PARTY UTILITIES FOR VIRTUALIZED SERVERS - DR LOCATION  Requires VMWare environment provided and supported by the Customer, in accordance with McKesson Specifications. Customer must also supply Microsoft Windows 2008 licenses.  McKesson does not provide Equipment Maintenance for virtualized servers.  The following third party licenses are included:  - Pragma Fortress - LeadTools RunTime - Remote Admin Help Desk - Pegasus Compression Library - BMC Content Manager for Servers (1 per CPU) - BMC Application Manager for Servers (1 per CPU) - Symantec Endpoint Protection	2,177	2,177
<b>Subtotal Equipment</b>					<b>10,666</b>
<b>Implementation Services</b>					
11	2	SER390 74036668	BUILD SERVICES - INITIAL VIRTUAL MACHINE  Services to prepare virtual machines for deployment into Customer's VMWare environment.	2,000	4,000
12	2	SER395 74036669	BUILD SERVICES - ADDITIONAL VIRTUAL MACHINES  Services to prepare virtual machines for deployment into Customer's VMWare environment.	1,000	2,000

**MCKESSON**

**Quotation:** H14NTV005-05  
 McKesson Radiology  
 12 Upgrade  
 Natividad Medical  
 Facility Description: Center

Revision Date: May 21, 2014

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ITEM NO	QTY	PART NO	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
13	1	SUP200 74035463	REMOTE SOFTWARE UPDATE SERVICES - 40 OR LESS DEVICES - WEEKNIGHT  Remote update services to be performed by McKesson Customer Support Staff.	6,000	6,000
14	1	UPG225 74041346	MCKESSON RADIOLOGY SYSTEM REFRESH Project management coordination of technical requirements and preparation.  Includes: - Remote support for hardware & virtual hardware installation - Remote Q/C and configuration of new servers - Remote Q/C of new workstations - Cache1 data move 38383 studies - Migration of teaching files to McKesson Study Share  EPI/New Servers - Redesign of configuration files for new architecture and recommendations on modality IP updates  DB Upgrade - Remote upgrade of Oracle database server - Remote upgrade of Oracle clients on all workstations and servers	85,610	85,610
15	1	TRN003 75006482	SOFTWARE UPGRADE TRANSITION TRAINING - 4 DAYS  Includes: 4 consecutive days of on-site post-upgrade training on front-end application, may include McKesson Radiology and/or other McKesson applications.	16,000	16,000
16	1	SEG1810 74042795	SEGAMI OASIS ONSITE TRAINING AND CONFIGURATION - 3 DAYS, PACKAGE A  Onsite training and configuration. Must be purchased along with SW license purchase. Training to be completed in one trip.  Includes travel and onsite living expenses (North America only)	5,000	5,000
17	1	FRE200 74007667	FREIGHT  Includes shipping and handling charges for shipment from McKesson to customer site	50	50
<b>Subtotal Implementation Services</b>					<b>118,660</b>
<b>Grand Total</b>					<b>131,882</b>

**System Configuration Settings**

- (A) 4x ORC101 ORACLE SOFTWARE LICENSE  
 Oracle Standard Edition ONE license for 1x CPU  
 Third Party Software to be upgraded; Customer is paying for Third Party Software maintenance.

**McKESSON**

Quotation: **H14NTV005-05**  
McKesson Radiology  
Quote Description: **12 Upgrade**  
Natividad Medical  
Facility Description: **Center**

Revision Date: **May 21, 2014**

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ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
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Please note that the design of the McKesson Radiology is sensitive to the underlying network bandwidth available. In order to operate in accordance with the Documentation, the proposed McKesson Radiology must be installed on a network that satisfies the following criteria:

- All existing or new structured cabling must conform to the Registered Category 5 standard; i.e. Category 5E (TIA 568A Addendum 3, March 1998) or Category 6 specification.
- All McKesson Radiology workstations require a switched 100BaseT network connection running at full-duplex mode. McKesson Radiology workstations cannot be connected using NAT (Network Address Translation), the Internet, or through a firewall.
- All McKesson Radiology servers require a switched Copper Gigabit Ethernet port (1000BaseT) network connection.
- The McKesson Radiology Servers must be connected to a network fabric, or backbone, that is capable of providing a minimum of Gigabit Ethernet (1000Mbit/sec), or equivalent, aggregate throughput dedicated to McKesson Radiology network traffic to the switch fabric that feeds the McKesson Radiology workstations.
- If the McKesson Radiology is interconnected to the hospital network, the image management system should be kept on a subnet, isolated from the primary network.
- All sites and locations that will have connectivity to the McKesson Radiology must be inside the facility's firewall. Locations outside the firewall will be unable to access McKesson Radiology. A wide area network connection must be provided between locations, campuses and buildings (high-speed connectivity recommended).
- All McKesson Radiology (servers, workstations, NAS) should have reliable network connectivity to all other components of the PACS network; therefore, it is essential to have properly configured network routing between all primary and/or remote sites. Network performance and latency times are the responsibility of the customer. McKesson recommends network speed ping packet tests to be within round trip < 2 msec for in-house workstations and within round trip < 200 msec for remote workstations otherwise image access, file access or database access operations will correspondingly experience decrease in performance.

Confidential and Proprietary to McKesson Technologies Inc

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.

**MCKESSON**

Quotation: **H14NTV005-05**  
Revision Date: **May 21, 2014**  
Quote Description: **McKesson Radiology 12 Upgrade**  
Facility Description: **Natividad Medical Center**

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### Maintenance Quotation Summary

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<b>Annual Software Maintenance</b>	<b>\$</b>	<b>12,420</b>
Includes Full Software Maintenance (Support, Updates, and Upgrades)		
<b>Equipment Maintenance Not Provided</b>	<b>\$</b>	<b>-</b>
<b>Oracle Maintenance</b>	<b>\$</b>	<b>190</b>
<b>Segami Maintenance</b>	<b>\$</b>	<b>4,680</b>



**McKESSON**

Quotation: H14NTV005-05PT  
McKesson Radiology  
Quote Description: 12 Upgrade  
Natividad Medical  
Facility Description: Center

Revision Date: May 21, 2014

**3RD PARTY PASS THROUGH PACKAGES**

Third Party Pass Through Packages are provided as a convenience to the customer. This purchase is as per the Third party vendor standard terms and conditions. As part of the terms and conditions of this project McKesson will act as the project manager and will coordinate installation. Customer will contract directly with Third Party Vendor for on-going service. Installation and service are provided by the Third Party Vendor. McKesson does not perform qualification of Third Party Pass Through components. Please refer to the Third Party Vendor for compatibility or operational issues.

ITEM NO	QTY	PART NO	DESCRIPTION	UNIT PRICE <i>includes Applicable Discounts</i>	EXTENDED PRICE
<b>Pass-Through Packages</b>					
1	1	SEG1020 76657501	SEGAMI OASIS 2 - SERVER HARDWARE	4,000	4,000
<i>Subtotal Pass-Through Packages</i>					<b>4,000</b>
<b>Grand Total #H14NTV005-05PT</b>					<b>4,000</b>

**McKESSON**

Quotation: **H14NTV005TS-05**  
Revision Date: May 14, 2014  
McKesson  
Radiology 12  
Quote Description: Upgrade  
Natividad Medical  
Facility Description Center

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Quotation Summary

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Test System Quotation #H14NTV005TS-05

Equipment	2,177
Implementation Services	8,000
Net Services	8,000
<b>Subtotal Test System Quotation</b>	<b>\$ 10,177</b>

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**Net Total** **\$ 10,177**

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**MCKESSON**

Quotation: H14NTV005TS-05  
 McKesson Radiology  
 Quote Description: 12 Upgrade  
 Natividad Medical  
 Facility Description: Center

Revision Date: May 14, 2014

**MCKESSON RADIOLOGY TEST SYSTEM**

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE <i>Includes Applicable Discounts</i>	EXTENDED PRICE
<b>Equipment</b>					
1	1	TST400V2K6x64 80005801	THIRD PARTY UTILITIES FOR MCKESSON RADIOLOGY TEST VIRTUAL MACHINE  Requires VMWare environment provided and supported by the Customer, in accordance with McKesson Specifications. Customer must also supply Microsoft Windows 2008 licenses.  McKesson does not provide Equipment Maintenance for virtualized servers.  Requires ORC110 Oracle License	2,177	2,177
<i>Subtotal Equipment</i>					<b>2,177</b>
<b>Implementation Services</b>					
2	1	SER390 74036668	BUILD SERVICES - INITIAL VIRTUAL MACHINE  Services to prepare virtual machines for deployment into Customer's VMWare environment.	2,000	2,000
3	1	UPG225 74041346	REMOTE IMPLEMENTATION SERVICES	6,000	6,000
<i>Subtotal Implementation Services</i>					<b>8,000</b>
<b>Grand Total #H14NTV005TS-05</b>					<b>10,177</b>
<b>System Configuration Settings</b>					
(A)	1x	ORC110	ORACLE SOFTWARE LICENSE  Oracle Standard Edition Named User license, 5 users  Third Party Software to be upgraded; Customer is paying for Third Party Software maintenance.		

**McKESSON**

Quotation: **H14NTV005TS-05**  
Revision Date: **May 14, 2014**  
Quote Description: **McKesson Radiology 12 Upgrade**  
Facility Description: **Natividad Medical Center**

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**Maintenance Quotation Summary**

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**Equipment Maintenance Not Provided** **\$ -**

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**McKESSON**

Quotation: **H14NTV007-02**  
Quotation Date: May 13, 2014  
Quote Description: ECRV  
Natividad Medical  
Facility Description Center

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**Quotation Summary**

**Primary Quotation #H14NTV007-02**

McKesson Software	187,500
Software Discount	(93,750)
<b>Net McKesson Software</b>	<b>93,750</b>
Equipment	2,177
Implementation Services	10,000
Education Services	1,000
Freight	250
<b>Net Services</b>	<b>11,250</b>
<b>Subtotal Primary Quotation</b>	<b>\$ 107,177</b>

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**Net Total** **\$ 107,177**

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**McKESSON**

Quotation: H14NTV007-02  
 Quote Description: ECRV  
 Natividad Medical  
 Facility Description: Center

Quotation Date: May 13, 2014

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
<b>McKesson Software</b>					
1	1	CRV100 72026255	McKESSON ENTERPRISE IMAGE CLINICAL REFERENCE VIEWER Licensed for up to 100,000 Exams per year.  Requires McKesson Radiology 12.0 or higher	93,750	93,750
<b>Net McKesson Software</b>					<b>93,750</b>
<b>Equipment</b>					
2	1	SRV600V2K8x64 80005600	THIRD PARTY UTILITIES FOR VIRTUALIZED SERVERS Quantity of Clinical Reference Viewer Application Servers: 1  Requires VMWare environment provided and supported by the Customer, In accordance with McKesson Specifications. Customer must also supply Microsoft Windows 2008 licenses.  McKesson does not provide Equipment Maintenance for virtualized servers.	2,177	2,177
<b>Subtotal Equipment</b>					<b>2,177</b>
<b>Implementation Services</b>					
3	1	SER390 74036668	BUILD SERVICES - INITIAL VIRTUAL MACHINE  Services to prepare virtual machines for deployment into Customer's VMWare environment.	2,000	2,000
4	1	TRW008 75006660	WEBINAR TRAINING - CLINICAL REFERENCE VIEWER  Includes: Web-based training for PACS Administrators and Superusers  Up to 6 attendees maximum per session	1,000	1,000
5	1	IMP210 74037257	REMOTE IMPLEMENTATION SERVICES	8,000	8,000
6	1	FRE200 74007667	FREIGHT  Includes shipping and handling charges for shipment from McKesson to customer site	250	250
<b>Subtotal Implementation Services</b>					<b>11,250</b>
<b>Grand Total</b>					<b>107,177</b>

**MCKESSON**

Quotation: H14NTV007-02  
Quote Description: ECRV  
Natividad Medical  
Center  
Facility Description: Center

Quotation Date: May 13, 2014

ITEM NO.	QTY	PART NO.	DESCRIPTION	UNIT PRICE Includes Applicable Discounts	TOTAL PRICE Qty x Unit Price
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Please note that the design of the Horizon Medical Imaging is sensitive to the underlying network bandwidth available. In order to operate in accordance with the Documentation, the proposed Horizon Medical Imaging must be installed on a network that satisfies the following criteria:

- All existing or new structured cabling must conform to the Registered Category 5 standard; i.e. Category 5E (TIA 568A Addendum 3, March 1998) or Category 6 specification.
- All Horizon Medical Imaging workstations require a switched 100BaseT network connection running at full-duplex mode. Horizon Medical Imaging workstations cannot be connected using NAT (Network Address Translation), the Internet, or through a firewall.
- All Horizon Medical Imaging servers require a switched Copper Gigabit Ethernet port (1000BaseT) network connection.
- The Horizon Medical Imaging Servers must be connected to a network fabric, or backbone, that is capable of providing a minimum of Gigabit Ethernet (1000Mbit/sec), or equivalent, aggregate throughput dedicated to Horizon Medical Imaging network traffic to the switch fabric that feeds the Horizon Medical Imaging workstations.
- If the Horizon Medical Imaging is interconnected to the hospital network, the Image management system should be kept on a subnet, isolated from the primary network.
- All sites and locations that will have connectivity to the Horizon Medical Imaging must be inside the facility's firewall. Locations outside the firewall will be unable to access Horizon Medical Imaging. A wide area network connection must be provided between locations, campuses and buildings (high-speed connectivity recommended).
- All Horizon Medical Imaging (servers, workstations, NAS) should have reliable network connectivity to all other components of the PACS network; therefore, it is essential to have properly configured network routing between all primary and/or remote sites. Network performance and latency times are the responsibility of the customer. McKesson recommends network speed ping packet tests to be within round trip < 2 msec for in-house workstations and within round trip < 200 msec for remote workstations otherwise image access, file access or database access operations will correspondingly experience decrease in performance.

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**MCKESSON**

Quotation: **H14NTV007-02**

Quotation Date: May 13, 2014

Quote Description: ECRV

Facility Description: Natividad Medical Center

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**Maintenance Quotation Summary**

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<b>Annual Software Maintenance</b>	<b>\$</b>	<b>24,375</b>
Includes Full Software Maintenance (Support, Updates, and Upgrades)		
<b>Equipment Maintenance Not Provided</b>	<b>\$</b>	<b>-</b>



## EXHIBIT D-1

### ADDITIONAL TERMS

#### SECTION 1:

Customer acknowledges and agrees that the Initial Maintenance Term for this Order Form is coterminous with the Initial Maintenance Term of the Order Form No.1-15Z1DB\_PS2, dated June 15, 2010 ("Initial OF"). If the parties agreed to modify the terms for, or the level of Maintenance Services (e.g., Cooperative to Standard Maintenance Services, etc.), on another Order Form or amendment after the Initial OF, then the most recent terms for Maintenance Services will apply to the System and any Add-on Orders under this Order Form.

#### SECTION 2: THIRD PARTY TERMS AND CONDITIONS

Customer agrees to the applicable Third Party terms and conditions, if any, 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

#### SECTION 3: MCKESSON CLINICAL REFERENCE VIEWER ("CRV") SOFTWARE LICENSE

3.1 Software Licenses. McKesson licenses the Clinical Reference Viewer Software in accordance with tier-based pricing based on Customer's Annual Exam Volume for all Facilities licensed to use the Software identified in this Contract Supplement.

3.2 Facilities. All Facilities connected to the system must be licensed and identified on a Contract Supplement. Any additional Facilities added to the system may require the purchase of an increased license uplift to the higher Exam license tier (the "CRV Uplift") and any associated Services, in accordance with the scope of the new Facility, to be purchased under a new and separate Contract Supplement.

3.3 Additional Exams. Prior to exceeding its licensed number of Exams as indicated by the upper limit of the Exam license tier that Customer has purchased, Customer may license additional Exams from McKesson by purchasing the CRV Uplift at the then-current list price, less any applicable discounts.

3.4 Annual Review. Once per calendar year, McKesson may access the System remotely to perform a review of Customer's number of Exams for the previous year. If Customer exceeds the upper limit of the Exam license tier that Customer has purchased, McKesson will invoice Customer and Customer will pay an additional Software license fee for the CRV Uplift based upon the then-current list price, less any applicable discounts.

3.5 Expanded License. Upon payment of the Software license fees for the CRV Uplift, whether pursuant to Sections 3.2 or 3.3 above, Customer will have a license to the Software for the increased number of Exams. McKesson will not provide a credit or otherwise reduce the Software license fee for any subsequent decrease in usage by Customer.

3.6 Additional Fees. In addition to any Software license fees calculated in accordance with this Section, McKesson will increase Customer's annual Software Maintenance Services fees to account for the CRV Uplift, and Customer will pay such increased annual Software Maintenance Services fees. Following the annual review, McKesson will invoice Customer for any increase in Software Maintenance Services fees. Subsequently, McKesson will include the increase as part of the annual Software Maintenance Services fees. Customer acknowledges that the CRV Uplift may also require it to purchase

additional equipment, services, third-party software, or third-party software maintenance services from McKesson.

#### **SECTION 4: EQUIPMENT DELIVERY**

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.

#### **SECTION 5: DEFINITIONS**

**"Accession Number"** means a unique number that corresponds to an exam order. An Accession Number may be manually assigned, automatically generated by an order communication system or by another method.

**"Exam"** means (a) with respect to McKesson's radiology imaging solution, a unique Accession Number associated with at least one image stored in the System that has a performed-on date within the audited period; or (b) with respect to any other Software licensed on a per Exam basis, a complete procedure with a unique date within the audited period, patient ID and transaction record (e.g. CPT-4 code). For purposes of clarification, all exams that meet the criteria in a) or b) for the applicable product being measured, will be counted as Exams, regardless of other factors such as order status or usage.

**"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 McKesson Software, including Upgrades and Updates that may be identified in a Quotation and attached to an Order Form.

**"McKesson Study Share,"** formerly known as Horizon Study Share for version 6.6 and lower, means a web-based content management system, including Upgrades and Updates that may be identified in a Quotation and attached to an Order Form.

#### **SECTION 6: BOARD APPROVAL**

6.1 In the event Customer is unable to obtain approval of this Order Form by the County of Monterey Board of Supervisors, then Customer may terminate this Order Form with written Notice to McKesson 30 days from the OF Effective Date pursuant to Section 5.14 of the MA. In the event of termination pursuant to the terms of this Section 6.1, neither party hereto shall have any further obligations hereunder, except that McKesson shall refund to Customer all Software license fees paid by Customer pursuant to this Order Form through the date of termination. In the event that McKesson does not receive written notice of termination from Customer up to 60 days from the OF Effective Date, then this Section 6.1 shall immediately become void in its entirety.

#### **SECTION 7: LACK OF FUNDING**

7.1 Customer's obligation for payment of the fees due 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 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.