Monterey County
Board of Supervisors

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

Board Order

Agreement No. A-14454
A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Change Healthcare Technologies, LLC for software and maintenance services at NMC for a total amount not to exceed $4,451,055 with an agreement term retroactive to July 1, 2019 through June 30, 2024.

b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($445,106) of the original cost of the agreement.

c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 23, 2019.

Dated: July 23, 2019
File ID: A 19-299

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

CHANGE HEALTHCARE

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 No.: MA_201910027122
February 20, 2019

Master Relationship Agreement

This Master Relationship Agreement ("MRA") is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer"). This MRA is effective as of July 1, 2019 ("Effective Date"), and consists of the attached General Terms, and all Exhibits, Solution Schedules, Solution Orders, and Solution Riders which are incorporated by reference. The parties agree to be bound by the terms and conditions of this MRA, which governs all Products and Services supplied by CHC to Customer under a Solution Order to this MRA.

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27-June-19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: _____

Name: Gary Grey

Title: OED

Date: 7/3/19

CHC Notice Address:

5995 Windward Parkway
Alpharetta, GA 30005
Attn: General Counsel

Customer Notice Address:

1441 Constitution Blvd
Salinas, CA 93906
Attn: Contracts Division

AB
Approved
Dep COCO
7-15-19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

General Terms

1. **Definitions**. Capitalized terms used in this MRA have the meaning given to them in these General Terms, Exhibits, and Solution Schedules.

2. **Provision of Products and Services**. CHC will provide Products and Services to Customer as described in the Exhibits, Solution Schedules, and Solution Orders.

3. **Use of Products and Services**. Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this MRA and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.

4. **Use of Documentation**. Customer may use and copy the Documentation as reasonably necessary to exercise its rights under this MRA, including a reasonable number of copies for training, testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.

5. **Customer Responsibilities**. Customer will:

   (a) Reasonably cooperate with CHC and provide CHC access to all appropriate Facilities, systems, and supporting documentation (all such items shall be deemed Customer Materials hereunder) requested, as reasonably necessary for CHC to perform its obligations under this MRA, subject to compliance with Customer's standard administrative and security requirements and policies provided to CHC, except to the extent the requirements and policies would require CHC to modify its Products; or conflict with any Documentation, CHC obligations under this MRA or CHC employment policies. Access to Customer facilities shall be restricted to normal Customer business hours. Access to Customer facilities outside normal business hours must be approved in advance by Customer's program manager, which approval will not be unreasonably withheld. CHC shall have no tenancy, license or any other property rights or interest in Customer facilities. While at any Customer facility, CHC's personnel, contractors, and Subcontractors shall (1) comply with Customer's requests, rules, policies, and regulations regarding personal and professional conduct (including without limitation, the wearing of an identification badge and adhering to regulations and general safety practices or procedures), except to the extent that these requests, rules, policies and regulations conflict with CHC employment policies; and (2) otherwise conduct themselves in a professional and businesslike manner;

   (b) secure all Third-Party authorizations necessary from those Third Parties under Customer's reasonable control for CHC to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate

the authorizations Customer provides to CHC. For the avoidance of doubt, CHC is responsible for all consents and permissions from any Third Party providing a Third Party Solution;

(c) Supply CHC, in the format specified in the Documentation, with all data necessary for CHC to deliver the Products and Services, and maintain all records necessary to validate the data Customer provides to CHC;

(d) use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer to prevent unauthorized access to the Products and Services, and promptly notify CHC of any known performance problems or security vulnerabilities related to the Products and Services;

(e) obtain CHC's prior written consent before using any interface or integration not developed by CHC to the Products or Services, except for such interfaces or integrations provided or authorized by CHC, and follow all reasonable specification guidelines provided by CHC;

(f) acquire, operate, and maintain all software, systems, equipment, and services identified in the applicable Documentation as necessary to operate the Products and Services, and when applicable and required by this MRA or the Documentation, provide first-level support, education, and training to Permitted Users for the Products and Services; and

(g) comply with all applicable Control Laws affecting the Regulated Materials.

In the event Customer provides any hardware, software, data, databases, office space, security access, or other materials, technologies, or services to CHC ("Customer Materials"), Customer grants CHC a non-exclusive, non-transferable, terminable at-will license to use these materials for the sole purpose of performance of the Services contemplated by this MRA for Customer's benefit. Customer may terminate the foregoing license at any time, without cause, on written notice to CHC. In the event Customer's termination of the license impacts CHC's performance hereunder, CHC shall not be liable for any resulting failure to perform. Unless specifically authorized otherwise in the applicable Solution Schedule or Solution Order, CHC shall use the Customer Materials only in the form provided by Customer, without modification. Nothing contained herein shall be construed as granting CHC any other right, title, or interest in or to any of the Customer Materials. All Customer Materials shall be deemed Confidential Information of Customer.

6. **Third-Party Solutions**. CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this MRA and any applicable terms ("Third-Party Terms"), which

Customer may access using the following confidential login information:

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

If any Third-Party Terms conflict with this MRA or an applicable Solution Order, then the conflicting Third Party Terms control only with respect to the Third Party Solution to which they apply. Upon sixty (60) days' notice to Customer, CHC may substitute any Third-Party Solution licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, CHC may increase its fees to Customer by the same amount on the next invoice under the applicable Solution Order.

7. **Payment**.

7.1 **Invoicing and Payment**. CHC will issue invoices to Customer in accordance with the payment terms of the Solution Order and Customer will pay all undisputed fees and other charges in U.S. dollars within 30 days of invoice date. The invoice shall set forth the itemized amounts identified on the Solution Order, and such other information pertinent to the invoice. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this MRA, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.2 **Expenses**. Customer will reimburse CHC for:

(a) reasonable and pre-approved in writing out-of-pocket expenses incurred while providing Services, including travel and living expenses. Travel and living expense reimbursements shall be in accordance with the County of Monterey Travel and Business Expense Reimbursement Policy, which CHC may access at http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf.

7.3 **Taxes**. CHC's pricing does not include sales, use, value-added, withholding, or other taxes and duties. CHC will invoice Customer for applicable taxes and duties, excluding taxes based on CHC's real property, personal property, income, personnel, or similar taxes not directly based on Customer's use or consumption of the Products and Services, unless Customer provides CHC satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, and indemnify CHC against, all taxes and duties (except for taxes on CHC's net income).

7.4 **Price Increases**. After the first three (3) years following the effective date of a Solution Order, CHC may increase its fees for Products and Services yearly by up to three percent in any twelve month period following 60 days' notice to Customer. Price increases are effective as of the next applicable billing period.

7.5 **Suspension.** CHC may stop providing any Service if Customer fails to pay any Overdue Amount within 60 days after CHC gives written notice of any Overdue Amount that is more than 30 days past due.

7.6 **Monitoring and Auditing**. If CHC believes Customer's use of a Product or Service violates the license grant or usage terms in a Solution Order or applicable Solution Schedule, then CHC may request reasonable supporting documentation following ten business days' notice to Customer. If Customer's use of any Product or Service exceeds the usage limitations in a Solution Order, then as CHC's sole and exclusive remedy and Customer's sole and exclusive liability, CHC may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Solution Order. This section 7.4 shall not be construed as granting CHC any right to access Customer facilities or its systems. All information is provided for off-site review.

7.6 **Acquisitions**. If Customer exceeds the usage limitations set forth in a Solution Order for a Product or Service because it acquires another entity, then Customer will pay CHC additional fees for the excess use based on the rates established in the applicable Solution Order. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires unless otherwise mutually agreed to by the parties.

8. **Confidentiality**.

8.1 **Use and Disclosure of Confidential Information**. Each party will protect and safeguard the other party's Confidential Information with policies and procedures with respect to the access, use, disclosure, and storage of Confidential Information that are: (a) at least equal to industry standards taking into consideration the sensitivity of the relevant Confidential Information, and the nature and scope of the Product and Services to be provided, (b) comply with all applicable federal and state laws, statutes, and regulations, and (c) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Confidential Information.. Except as expressly permitted by this MRA, neither party will:

(a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms

at least as restrictive as those contained in this section 8, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party; nor

(b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this MRA, (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions or (iii) in the case of CHC as the receiving party, CHC's development of new and existing products and services (provided that CHC shall make no use of Protected Health Information of Customer in such efforts).

After this MRA or a Solution Order is terminated, each party will, upon written request, return or securely destroy the other party's Confidential Information and promptly will certify in writing to the other party that it has done so. Notwithstanding the foregoing, neither party shall be required to remove copies of the other party's Confidential Information from its backup media and servers, where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation.

8.2 **Period of Confidentiality**. Each party will comply with this section 8 during the term of this MRA and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, each party shall continue to comply with this section 8 until the Confidential Information loses its trade secret protection other than due to an act or omission of the receiving party. Further, for so long as Customer data is subject to protection as Protected Health Information under HIPAA, CHC shall hold the data in confidence subject to the provisions of this Agreement.

8.3 **Equitable Relief**. An actual or threatened breach of this section 8 may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section 8, then the either party may seek equitable relief to prevent the other party from beginning or continuing the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This section 8 does not limit any other remedy available to either party.

8.4 **Security.** Without limiting the generality of this Section 8 (Confidentiality), CHC will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access CHC systems or the information found therein without the consent of Customer. CHC will periodically test its systems for potential areas where security could be breached. CHC represents and warrants that at all times during the term

of the MRA it will comply, at its sole expense, with all applicable state and federal data privacy and data security, laws, rules, and regulations, as well as with standard industry practices. On written request from Customer, and not more than once per calendar year, CHC will provide reasonable documentation substantiating CHC's compliance with such laws, rules, regulations and practices. CHC will immediately notify Customer of any actual breach of Customer's protected health information (PHI). Disclosures of PHI will be addressed as set forth in the BAA.

9. **Business Associate Agreement**. The use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with this MRA, will be governed by a business associate agreement between the parties (the "BAA"). In the event of a conflict between the terms of this MRA and the terms and conditions set forth in the BAA between the parties, the term that is stricter on CHC, i.e. provides the greater level of protection to Customer, shall govern.

10. **Intellectual Property**.

7.7 **Retained Rights**. CHC reserves all rights not expressly granted to Customer in this MRA, including all right, title, and interest to all work developed for or delivered to Customer under this MRA. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC ("Feedback") will be owned by CHC and may be used to develop new and existing products and services by CHC. CHC acknowledges and agrees that Customer makes no representations or warranties regarding Feedback. Feedback is provided by Customer as-is, without warranties of any kind, and any Feedback used by CHC will be used at CHC's sole risk and liability.

10.2 **Use of Customer Intellectual Property**. During the term of the applicable Solution Order, Customer grants CHC a license to use and display Customer's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to perform its obligations under this MRA.

11. **Professional Services Warranty**. CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

12. **Warranty Disclaimer.** CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS MRA (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS MRA THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-

INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

13. **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. CHC SHALL PROVIDE THE FOREGOING REMEDY WITHIN THIRTY (30) DAYS OF NOTICE OF THE BREACH (OR SUCH OTHER TIME AS THE PARTIES MAY MUTUALLY AGREE UPON IN WRITING) IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS MRA.

14. **Customer Input Errors**. CHC IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY UNMODIFIED MESSAGES, INFORMATION, OR DATA AS PROVIDED BY CUSTOMER OR ANY PERMITTED USERS OR OTHER USERS OF THE PRODUCTS OR SERVICES; EXCEPT TO THE EXTENT ANY SUCH DATA IS CORRUPTED BY THE SOLUTIONS. CHC IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA AS PROVIDED BY CUSTOMER OR PERMITTED USERS OR OTHER USERS.

15. **Professional Responsibility; Duty to Defend**. CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure that only properly trained individuals use the Products and Services provided by CHC. Customer will defend CHC against any claim, demand, action, or other proceeding brought by a third party to the extent that it results from Customer's medical care or payment decisions and will pay costs and damages finally awarded against CHC as a result of the claim, provided that, CHC must give Customer prompt written notice of such claim and allow Customer to solely control, and fully cooperate with CHC in, the defense and all related negotiations.

16. **Indemnity Claims**.

16.1 CHC agrees to indemnify, defend and hold harmless Customer and its governing board, directors, officers, agents and employees with respect to any claim, liability, loss injury or damage, expense (including reasonable attorney's fees), fines or damages , in any way arising out or in connection with (i) any personal injury or damage to real or tangible personal property caused by CHC or its personnel while on Customer's

premises but not as a result of the performance of a Product or Service; (ii) any Infringement Claim; or (iii) the gross negligent acts or omissions or willful misconduct of CHC or its personnel (each of clause (i) through (iii) an "Indemnity Claim").

16.2 **Customer Requirements**. CHC's obligations under this section 16 are conditioned on the following:

(a) Customer will promptly notify CHC of the Infringement Claim. If Customer fails to provide CHC with timely notice and CHC has been prejudiced due to Customer's delay, then CHC will be relieved of its obligations under this section 16;

(b) Customer will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and

(c) Customer will provide CHC with sole authority to defend and settle the Infringement Claim, consistent with its duties under this section 16 and subject to Customer's rights under section 16.3.

16.3 **Customer Consent**. CHC may not enter into any settlement of an Indemnity Claim that would create a financial obligation on Customer or constitute an admission of liability by Customer without Customer's prior written consent.

16.4 **Exclusions**. CHC is not liable under this section 16 to the extent an Infringement Claim is based on:

(a) modifications to the CHC Solution that were not performed, consented to, or approved by CHC or its permitted subcontractors;

(b) use of custom interfaces, file conversions or other programming for which CHC does not develop the specifications or instructions;

(c) use of a CHC Solution in combination with products or services not provided or specified by CHC (except for any Third Party Solutions), if use of the CHC Solution alone would not result in liability under this section 16;

(d) use of a CHC Solution in a manner not authorized by this MRA, a Solution Order, or the Documentation;

(e) use of any version other than the two most current releases of a CHC Solution; or

(f) any version of a CHC Solution that CHC has notified Customer to discontinue use, if infringement would have otherwise been avoided; provided that if CHC requires Customer to discontinue use of the then current version of the CHC Solution and fails to simultaneously provide a replacement version for

Customer's use, CHC shall immediately furnish Customer with one of the remedies in Section 14.1.

16.5 **Infringement Remedies**. If Customer tenders any Infringement Claim to CHC for defense and indemnity under this section 16, then, in addition to its other obligations under this section 16, CHC shall, at its option and at its sole discretion, either:

(a) obtain for Customer the right to continue using the CHC Solution;

(b) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality and features; or

(c) if neither (a) nor (b) can be provided by CHC within ninety (90) days' (or such other period as mutually agreed upon by the parties in writing) of notice of the claim (and such period is not extended by Customer in writing), either party may terminate Customer's rights and CHC's obligations under this MRA related to the CHC Solution. In the event of such a termination, CHC shall promptly refund to Customer with a pro rata share of the license fees paid for the infringing CHC Solution, plus any professional services fees paid for implementation of the Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Solution Order.

(d) Any costs associated with implementing either of the above alternatives in (a) or (b) shall be absorbed by CHC.

16.6 **Exclusive Remedy**. THIS SECTION 16 CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

17. **Limitation of Liability**.

17.1 **TOTAL DAMAGES**. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS MRA, FOR INFINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY) OR CHC'S OBLIGATIONS UNDER SECTION 15.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS MRA TO THE OTHER PARTY, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO:

17.1.1 WITH RESPECT TO ANY PRODUCT LICENSED ON A NON-TERM BASIS, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT GIVING RISE TO THE CLAIM; OR

17.1.2 WITH RESPECT TO ANY OTHER PRODUCT OR SERVICE, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

17.2 **Exclusion of Damages**. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS MRA, FOR INFINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY), NEITHER PARTY IS LIABLE TO THE OTHER PARTY UNDER THIS MRA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

17.3 **Cost Reimbursement**. In the event of a Breach (as defined in the BAA) to the extent caused by Change Healthcare or its employees or subcontractors and the Privacy Rule and Security Rule require notice to Individuals pursuant to 45 C.F.R. §§ 64.404 and 164.406, Change Healthcare agrees to reimburse Customer for the reasonable and substantiated costs related to the following: providing notifications to affected individuals, the media, or the Secretary, providing credit monitoring services to the affected individuals, if appropriate, for up to one (1) year, any fines and penalties assessed against Customer directly attributable to a Breach by Change Healthcare or its employees or subcontractors, investigation costs, and mitigation efforts required under the Privacy Rule or Security Rule. This Section 17.3 is not subject to the limitations set forth in Section 17.1 above.

17.4 **Material Consideration**. THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION 17 IS A MATERIAL CONDITION FOR EACH PARTY'S ENTRY INTO THIS MRA.

18 Insurance.

18.1 Evidence of Coverage: Prior to commencement of this MRA, CHC shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CHC upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. CHC shall not receive a "Notice to Proceed" with the work under this MRA until it has obtained all insurance required and Customer

has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CHC.

18.2 All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Customer's Contracts/Purchasing Director.

18.3 Insurance Coverage Requirements: Without limiting CHC's duty to indemnify, CHC shall maintain in effect throughout the term of this MRA a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $5,000,000 per occurrence. This requirement may be met using a combination of primary and excess policies.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MRA, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Workers' Compensation Insurance, If CHC employs others in the performance of this MRA, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $2,000,000 per claim and $5,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CHC shall, upon the expiration or earlier termination of this MRA, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MRA.

Technology Errors and Omissions Liability coverage, with limits of $5,000,000 which occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of requisite skill required for the performance of services defined in the MRA and shall also provide coverage for the following risks:

(a) Network security liability arising from the unauthorized access to, use of, or tempering with computers or computer systems, including hacker attacks; and

(b) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to Customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Cyber Liability. Consultant should carry and maintain cyber liability insurance with limits of not less than $10,000,000 per claim covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval or electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security. Such insurance must affirmatively state that the coverage it provides is primary and non-contributory to any other valid and collective insurance.

18.4 Other Requirements: All insurance required by this MRA shall be executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this MRA, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CHC completes its performance of services under this MRA.

CHC shall provide Customer notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. If CHC utilizes subcontractors or other supplementary providers in executing the services or goods pursuant to this MRA, such subcontractors shall be bound by all Insurance provisions of this MRA, otherwise applicable to Service Provider. Service Provider shall maintain applicable subcontractors' certificates of insurance evidencing the requirements herein. Should the subcontractors' insurance not apply for any reason, Supplier's insurance becomes primary.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the CHC's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CHC's insurance.

Prior to the execution of this MRA by Customer, CHC shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that CHC has in effect the insurance required by this MRA. CHC shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or

approval of insurance shall in no way modify or change the indemnification clause in this MRA, which shall continue in full force and effect.

CHC shall at all times during the term of this MRA maintain in force the insurance coverage required under this MRA and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify CHC and CHC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CHC to maintain such insurance is a default of this MRA, which entitles Customer, at its sole discretion, to terminate the MRA immediately.

19 Term. The term of the General Terms, Exhibits, and Solution Schedules, including any Solution Riders or other attachments, to this MRA begins on July 1, 2019 and continues until June 30, 2024 (the "Initial Term"). Following the Initial Term, the parties may mutually agree in writing to renew the Agreement for additional one (1)-year Renewal Terms. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term." Upon execution of this MRA, all previously executed master agreements between Customer and CHC with regard to the Solution shall terminate.

20 Termination.

20.1 **Termination of Solution Order.** Either party may terminate a Solution Order to this MRA upon notice if:

(a) the other party materially breaches this MRA relative to the Solution Order and fails to cure the breach within 30 days after receiving notice of the breach;

(b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;

(c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or

(d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

(e) .

(f) Customer's payments to CHC under Solution Orders entered into under this MRA are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated Products or Services, then Customer may give written notice of this fact to CHC, and the obligations of the parties under the impacted Solution Order (s) shall terminate immediately,

or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying the impacted Solution Orders.

20.2 **Effect of Termination**. If either party terminates a Solution Order, then the parties' rights and obligations under another Solution Order are not affected. All other Solution Orders will remain effective unless they are terminated in accordance with this MRA.

20.3 **Termination of MRA**. Either party may terminate this MRA upon notice to the other party if:

(a) the other party materially breaches this MRA relative to the Solution Order and fails to cure, or begin reasonable efforts to cure, the breach within 30 days after receiving notice of the breach;

(b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;

(c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or

(d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

(e) Customer may cancel and terminate this MRA for good cause effective immediately upon written notice to CHC. "Good cause" includes the failure of CHC to perform the required services at the time and in the manner provided under this MRA. If Customer terminates this MRA for good cause, Customer may be relieved of the payment of any consideration to CHC, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due CHC under this MRA.

(f) Customer's payments to CHC under this MRA are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to CHC, and the obligations of the parties under this MRA shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this MRA.

20.4 **Obligations upon Termination or Expiration**. Subject to the terms and conditions set forth in this Section 20.4 (Obligations upon Termination or Expiration), upon termination or expiration of this MRA or a Solution Order, Customer will promptly:

(a) stop using all affected Products and Services,

(b) permanently remove all affected Products from all computer systems and other electronic storage devices, and

(c) certify in writing to CHC that Customer has complied with this section 20.4.

21 Books and Records. For any Services provided under this MRA that are subject to 42 U.S.C. Section 1395x(v)(1)(I), the parties and any of their subcontractors (as defined or interpreted by the applicable regulatory agency) will provide the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives access to this MRA and any books, documents, and records needed to verify the Services until four years after the Services are provided.

22 Discount Reporting. This MRA, and any discounts provided under this MRA, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

23 Excluded Provider. Each party warrants that neither it nor any of its employees or Subcontractors assigned to perform material services under this MRA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a Federal health care program. Each party will notify the other if it becomes aware that it or any of its employees or Subcontractors assigned to perform material services under this MRA have been excluded or are otherwise ineligible to participate in a Federal health care program.

24 CHC Affiliates. CHC Affiliates may enter into Solution Orders under this MRA and the terms of the MRA will apply to the CHC Affiliate as if they were CHC with respect to those Solution Orders. Each CHC Affiliate may enforce this MRA to the same extent as CHC, but CHC Affiliates may not amend these General Terms.

25 **Assignment**. Customer may not assign this MRA without the prior written consent of CHC, which will not be unreasonably withheld. Any attempted assignment by Customer without CHC's written consent will be void. Upon notice to Customer, CHC may assign this MRA to any entity receiving all or substantially all of CHC's assets or capital stock or in any other corporate reorganization. Any assignment under this section 25 is binding upon, and for the benefit of, the assignee.

26 **Subcontracts**. CHC may subcontract its obligations under this MRA. CHC is responsible for the actions of its Subcontractors. Notwithstanding any such subcontract, CHC shall continue to be responsible to Customer for (a) the performance of all Services, including Services performed or provided by CHC's Subcontractors, and (b) the acts and omissions of CHC's subcontractors in connection with the performance or provision of any of the Services.

27 **Notices**. All notices required by this MRA must be in writing and sent to the address in the signature block of this MRA or any other address designated by notice. Electronic mail is not written notice under this MRA.

28 **Publicity**. The parties may publicly announce the existence of this MRA and the general nature of their relationship; provided that any such announcement is subject to the mutual agreement of the parties. Neither party may disclose financial terms or specific activities performed under this MRA without written consent of the other party.

29 **Governing Law; Attorney's Fees**. This MRA is governed by the laws of California, without application of any law that would lead to the application of the laws of any other state. The Uniform Commercial Code will not apply to this MRA. The federal and state courts in Monterey County, California have exclusive venue for all actions related to this MRA. The parties consent to personal jurisdiction in those courts and waive all claims to a more convenient forum. The parties must commence any action relating to this MRA, other than collection of outstanding payments, within one year of the date upon which the cause of action accrued. The prevailing party in any litigation shall be entitled to recover its reasonable attorney's fees and costs.

30 **Severability**. If any court having jurisdiction finds part of a provision of this MRA unenforceable, then the remainder of that provision and all other provisions of this MRA will be unaffected.

31 **Waiver**. A party's failure to exercise a right under this MRA is not a waiver of that or any other right.

32 **Force Majeure**. A party's failure to perform caused by a Force Majeure Event will not create liability or be considered a material breach of this MRA for the duration of the Force Majeure Event, even if the Force Majeure Event was foreseeable.

33 **Relationship of Parties**. Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.

34 **Third-Party Beneficiaries**. Except as described in applicable Third-Party Terms, this MRA creates no rights or obligations for anyone other than CHC and Customer.

35 **Construction**. Any ambiguities in the terms of this MRA will not be presumptively construed for or against either party. Headings are for convenience only. As used in this MRA, "will" means "has a duty to," or "is required to," and "include" means "includes without limitation." A reference to "section" means the distinct and full-numbered paragraph (e.g. Section 8) of the clause referencing the section, including its subparts (e.g. Section 8.1, 8.1(a), 8.2 etc.). This MRA or any amendment to this MRA may be signed in multiple counterparts, each of which will be considered an original of the same agreement.

36 **Amendment**. This MRA may be modified only by a written amendment signed by authorized representatives of both parties.

37 **Order of Precedence**. If an inconsistency exists among the components of this MRA, the inconsistency will be resolved by giving priority in the following order:

(a) Solution Orders;

(b) Solution Schedules;

(c) General Terms and Exhibits;

(d) Documentation and other materials incorporated by reference.

38 **Survival of Provisions**. The following provisions will survive termination or expiration of this MRA: 8 (Confidentiality), 10 (Intellectual Property), 16 (Indemnity Claims), 17 (Limitation of Liability), 19.4 (Obligations upon Termination or Expiration), 20 (Books and Records), 21 (Discount Reporting), 26 (Notices), 28 (Governing Law), 30 (Waiver), 34(Construction), 36 (Order of Precedence), 37 (Survival of Provisions), 39 (Entire Agreement), and any other provision that specifically states it survives.

39 **Existing Agreements**. This MRA governs any Products or Services newly-acquired or renewed after the Effective Date. This MRA terminates all previous agreements relating to the Solution between CHC and Customer.

40 Entire Agreement. This MRA contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this MRA. No terms in Customer purchase orders are binding on the parties. In particular, except for Third Party Terms as attached to this MRA, no shrink-wrap, click-wrap, click-through, click-accept, online terms or website terms ("Additional Terms") provided with any Products or software hereunder shall be binding on Customer, even if use of such products and software requires an affirmative "acceptance" of those Additional Terms before access is permitted. Various terms and conditions are referenced herein through URLs or are otherwise provided to Customer through the Internet ("Linked Terms"). In the event of a conflict between any Linked Terms and the term expressly set forth in this MRA, the conflict will be addressed under Section 34 (Order of Precedence).

Exhibit A

Definitions

"CHC Affiliates" means any U.S. entities that are controlled by or under common control with CHC, that license or sell Products or Services to Customer during the term of this MRA or any Solution Order.

"CHC Solution" means any CHC-owned Product or CHC- owned Service provided to Customer under a Solution Order.

"Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this MRA (subject to open records laws and regulations). Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act. The County of Monterey ("County") is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA). If County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Confidential Information described in this MRA, County will notify CHC of the request and confer with CHC regarding an appropriate response to said request. If CHC contends that any documents are CHC's Confidential Information, not subject to the CPRA, and/or exempt from the CPRA, and CHC wishes to prevent disclosure of said documents, CHC shall instruct County to withhold said documents. If CHC fails to respond to County in writing prior to County's deadline for responding to the CPRA request, County may disclose the requested information under the CPRA without liability to CHC. CHC shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at CHC's instruction.

"Control Laws" means all applicable governmental laws, orders, and other restrictions regarding the export, import, re-export, or use of information, goods, and technology outside of the U.S.

"Documentation" means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products and Services, which are incorporated by reference and may be reasonably modified from time to time by CHC, provided that no modification may materially degrade or diminish the functionality or features of the Products or Services as of the effective date of the applicable Solution Order.

"Exhibit" means an exhibit to this MRA.

"Facility" means an establishment that is (a) located in the U.S., (b) operated by Customer, or a CHC-approved Third Party, and (c) is identified in a Solution Order.

"Force Majeure Event" means any event beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, or strikes.

"General Terms" means the terms in the main body of this MRA.

"Implementation Services" means initial implementation, configuration, installation, education, training, and set-up services listed in a Solution Order to be performed by CHC and required for Customer to begin use of a Product or Service.

"Infringement Claim" means any claim, demand, action, or other proceeding brought against Customer by a Third Party that the use of any CHC Solution delivered under this MRA infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.

"Intellectual Property" means any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, trade names, service marks, copyrights, trade secrets, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets), computer programs and software, creations, writings, illustrations, images, and all improvements to and copies and tangible embodiments of the above.

"Overdue Amounts" means any fees, charges, or expenses that are past due and not disputed in good faith.

"Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer

remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this MRA.

"Products" means any software, equipment, content, or any other product that CHC provides to Customer under a Solution Order. CHC may provide Products through technological means, including artificial intelligence and machine learning.

"Professional Services" means any Implementation Services, consulting, programming, education, training, or other professional services that CHC provides to Customer under a Solution Order.

"Regulated Materials" means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information.

"Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under a Solution Order. CHC may provide Services through technological means, including artificial intelligence and machine learning.

"Solution Order" means CHC's form addendum, including any Solution Riders, to this MRA, which will be used to process Customer's license or purchase of Products and Services.

"Solution Rider" means an attachment to a Solution Order that contains terms regarding the rights and obligations of the parties that uniquely apply to certain Products and Services being provided under the Solution Order.

"Solution Schedule" means each of the schedules attached to this MRA.

"Subcontractor" of a party means a Third Party who provides services at the direction of that Party.

"Third Party" means an individual or entity other than CHC or Customer.

"Third-Party Solution" means any Product or Service listed in a Solution Order that is provided by a Third Party.

Exhibit B

Solution Schedules

[see following pages]

Software Schedule

1. **License Grant**.

1.1. **Term License**. For any Software identified on a Solution Order as "term" or as a "term license", subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable (in accordance with the terms of the MRA), non-exclusive, non-transferable (except as set forth in the MRA), non-sublicensable, license to perform, display, and use the Software and the associated Documentation for Customer's internal business purposes during the license term specified in the Solution Order.

1.2. **Non-Term License**. For any Software identified on a Solution Order as "non-term" or as a "non-term license," subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable (in accordance with the terms of the MRA), non-exclusive, non-transferable (except as set forth in the MRA), non-sublicensable, license to perform, display, and use the Software and the associated Documentation for Customer's internal business purposes.

1.3. **Copies**. Customer may copy the Software only as reasonably necessary to exercise its license rights under this MRA, including a reasonable number of copies for testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Software.

1.4. **Software License Restrictions**. The Software licenses granted under this Solution Schedule are expressly subject to the following restrictions:

(a) the Software may be installed only on equipment located at a Facility;

(b) the Software may be accessed or used only by Customer and its Permitted Users,;

(c) use of the Software may be limited by Facility, or other usage-based variable(s) specified in a Solution Order;

(d) the Software may not be used to provide services to Third Parties unless expressly permitted in a Solution Order;

(e) Customer will not reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software or permit any Third Party to do so; and

(f) Customer will not modify or alter the Software, including any trademarks, copyright notices, or other proprietary notices, except as expressly permitted in this MRA or a Solution Order.

1.5. **Revocation**. In CHC's reasonable judgment, CHC may revoke any license to Software granted under this section 1 if Customer violates the scope of the license or any of the restrictions in this section 1. In CHC's reasonable judgment, CHC may revoke any license to Software regulated as a medical device if (a) Customer is using a version of the Software other than one of the two most recent versions, or (b) the Software reaches the end of its useful life as stated in the Documentation.

1.6. **Survival**. Subsection 1.4 and 1.5 will survive termination of the MRA, this Solution Schedule, or the applicable Solution Order.

2. **Alternate Location**. If Customer is unable to use the Software at a Facility due to equipment malfunction or a Force Majeure Event, then the Software may be used on a temporary basis at an alternate location in the U.S., provided Customer promptly notifies CHC of the alternate location.

3. **Maintenance and Support**. CHC will provide Software Maintenance and Support to Customer for the two most current releases of the Software in accordance with the applicable Documentation for the term identified in the applicable Solution Order. Software Maintenance and Support services are included in the license fees for any Software identified on a Solution Order as "term" Software.

4. **Software Warranties**. CHC warrants that:

(a) the Software will perform in material accordance with the functional specifications in the applicable Documentation;

(b) the Software has been tested using industry standard practices, which found no viruses or malicious code at the time of delivery to Customer; and

(c) the Software will operate together with the Third-Party Solutions specified in the Solution Order, including any integration features described in the applicable Documentation.

These warranties will not apply to the extent:

(v) Customer operates the Software on equipment other than equipment that CHC specifies in the Documentation or Equipment that is consented to, authorized, or provided by CHC,

(w) Customer uses any interface or integration to the Software that is not developed by or otherwise approved in writing, provided, or consented to by CHC;

(x) anyone other than CHC or its authorized Third Parties modify the Software unless such modifications are approved of or consented to by CHC,

(y) Customer uses a version of the Software other than one of the two most current releases, or

(z) Customer has discontinued Software Maintenance and Support or is past due on any undisputed fees.

5. **Implementation Services.**

5.1. **Scope of Implementation Services**. Implementation Services purchased by Customer will be identified in the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

5.2. **Non-CHC Interfaces**. Unless stated in an applicable Solution Order, CHC's fees for its Implementation Services do not cover the provision, development, adaptation, or alteration of any non-CHC interfaces or non-CHC integrations. Such fees will be charged at mutually agreed to rates and subject to authorized Customer approval.

5.3. **Customer Obligations**. As a condition to CHC's obligation to perform the Implementation Services, Customer will:

(a) perform all Customer responsibilities identified in the applicable implementation guidelines identified in applicable Documentation; and

(b) make available sufficient resources to enable CHC to complete its obligations as expressly stated in the agreed upon implementation plan.

5.4. **Rescheduling**. If any Customer-initiated rescheduling occurs less than 60 days before the scheduled commencement of Implementation Services, CHC may invoice Customer an amount equal to the expenses incurred by CHC in connection with the Customer initiated rescheduling, including, travel cancellation fees, equipment storage fees, equipment restocking fees by Third Parties, and reasonable and unavoidable costs related to the rescheduling of implementation resources.

5.5. **Expiration**. Implementation Services must be used within 18 months after the Solution Order Effective Date. Any Implementation Services not used within 18 months of the effective date of the Solution Order, excluding any delays caused

directly by CHC, will be forfeited with no refunds or credits and fully earned by CHC. Notwithstanding the foregoing, the foregoing period shall be extended on a day for day basis to reflect any delays attributable to CHC.

5.6. **Product Configuration**. Products are configured, and Implementation Services are provided, based on the information provided by Customer. If the information provided by Customer is incorrect or incomplete, then Customer may need to purchase additional Products and Implementation Services for the Products to fully function at mutually agreed to rates and by way of new Solution Order to this MRA signed by both parties.

6. **Software Testing**. Customer may test the Software during the Software Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC during the Software Test Period of a reproduceable material nonconformity with the functional specifications in the Documentation , the Software Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the license for the impacted Software.

7. **No Obligation to Install**. CHC is not obligated to configure, install, or implement the Software at a Facility if Customer does not purchase the Services necessary to implement the Software for that Facility.

8. **Transition Assistance**. Subject to Section 19.4 (Obligations upon Expiration) of the General Terms, unless Customer is in material breach of this MRA, Customer may request transition assistance from CHC by providing notice at least 30 days before the termination or expiration of a Solution Order. Upon Customer's timely request, CHC will cooperate with Customer in an orderly transition for a period of up to 180 days following termination or expiration of a Solution Order. During a transition assistance period, Customer may continue using the applicable Software subject to the terms of the Solution Order (including all associated fees). Any additional Products or Services provided by CHC during the transition assistance period and agreed to by both parties by way of an amendment to this MRA will be invoiced at the rates set forth in the applicable Solution Order.

9. **Definitions**.

"Software" means computer programs and applications in object code form provided by CHC to Customer, including any updates provided by CHC as part of Software Maintenance and Support.

"Software Maintenance and Support" means support services for the Software consisting of telephone support, problem resolution, and updates delivered by CHC

and requires CHC to: (i) promptly correct any failure of the Software to perform in accordance with the requirements of the MRA and the Documentation, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Software so that it operates properly and in accordance with the requirements of the MRA and the Documentation; (ii) provide telephone support to Customer and its Permitted Users relating to use and operation of the Software and error resolution as provided in the applicable Documentation. Software Maintenance and Support does not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than CHC, (c) services to implement a new release of the Software (d) services to correct improper installation or integration of the Software not performed by CHC-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support for issues caused by Customer's failure to comply with the Documentation; or (h) enhancements or new releases of the Software or Services that are separately priced and marketed by CHC.

"Software Test Period" means the period beginning on the Software delivery date and ending 30 days after the Software is made available to Customer to transact business.

Subscription Services Schedule

1. **Use of Subscription Services**. Customer and its Permitted Users may use the Subscription Services identified on a Solution Order for Customer's internal business purposes during the term specified in that Solution Order.

2. **Restrictions**. Customer's use of the Subscription Services is expressly subject to the following restrictions:

    (a) use of the Subscription Services may be limited by Facilities or other usage-based variables specified in a Solution Order;

    (b) Customer will not attempt to interfere with or disrupt the Subscription Services;

    (c) Customer will not attempt to gain access to any CHC systems or networks that connect to the Subscription Services except for the express purpose of using the Subscription Services as permitted under this MRA;

    (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by CHC; and

    (e) the Subscription Services may not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order.

3. **Subscription Support**. CHC will provide Subscription Support in accordance with the applicable Documentation.

4. **Subscription Services Warranty**. CHC warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.

5. **Implementation Services**. Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

6. **Subscription Testing**. Customer may test the Subscription Services during the Subscription Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation, . If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, the Subscription Test Period will be extended until CHC corrects the nonconformity . If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Subscription Services.

7. **Notice of Unauthorized Access**. Customer will notify CHC promptly of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.

8. **Login Credentials**. Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:

    (a) Customer will:

        (i) limit access to the Subscription Services to Permitted Users;

        (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and

        (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.

    (b) Customer will require each Permitted User to:

        (i) protect the confidentiality of all login credentials; and

        (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

9. **Modification of Subscription Services**. CHC may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce, degrade, or diminish the functionality set forth in the Documentation

10. **Suspension of Subscription Service**. CHC may suspend access to a Subscription Service in its reasonable judgment if the performance, integrity, or security of the Subscription Service is adversely impacted or at risk of being compromised. CHC shall promptly reinstate the Subscription Services upon mitigation of the action giving rise to such suspension. Prior to making any suspension, CHC shall use reasonable efforts to provide Customer with reasonable notice of the intended suspension and, where applicable, opportunity to cure.

11. **Definitions**.

    "Subscription Service" means an on-demand service that allows Customer to have remote access to or use of a software application (including new releases, updates, revisions, improvements, and modifications of that application) that is hosted, managed, or operated by CHC.

    "Subscription Support" means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by CHC. Subscription Support does not include: (a) development of customizations for any

Subscription Service, or (b) services to correct improper integration of a Subscription Service not performed by CHC-authorized personnel.

"Subscription Test Period" means the 30-day period beginning on the date the Subscription Services are made available to Customer.

Processing Services Schedule

1. **Use of Processing Services**. Customer and its Permitted Users may use the Processing Services identified on a Solution Order and the associated Documentation for Customer's internal business purposes during the term specified in that Solution Order.

2. **Restrictions**. Customer's use of the Processing Services is expressly subject to the following restrictions:

   (a) the Processing Services may not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order;

   (b) CHC will only process Transactions in accordance with the applicable Documentation;

   (c) use of the Processing Services may be limited by Facilities or other usage-based variables specified in a Solution Order;

   (d) Customer will not attempt to interfere with or disrupt the Processing Services; and

   (e) Customer will only request information from CHC that Customer is legally entitled to review and modify in connection with the Processing Services.

3. **Processing Support**. CHC will provide Processing Support in accordance with the applicable Documentation.

4. **Processing Services Warranty**. CHC warrants that the Processing Services will perform in material accordance with the functional specifications in the applicable Documentation.

5. **Implementation Services**. Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

6. **Processing Testing**. Customer may test the Processing Services during the Processing Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation,. If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Processing Test Period, the Processing Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Processing Services.

7. **Expenses**. Fees for Processing Services do not include, and Customer will reimburse CHC for:

    (a) any recipient or government-imposed access or connection fees, and

    (b) fees resulting from changes in regulation or statute.

8. **Login Credentials**. Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:

    (a) Customer will:

        (i) limit access to the Processing Services to Permitted Users;

        (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and

        (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.

    (b) Customer will require each Permitted User to:

        (i) protect the confidentiality of all login credentials; and

        (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

9. **Access to Recipients**. For any Transactions submitted by CHC on Customer's behalf, Customer appoints CHC as its agent for the limited and sole purpose of accessing the systems or websites of each Transaction recipient on Customer's behalf in connection with providing the Processing Services to Customer.

10. **Transaction Accuracy**. CHC is not responsible for determining the accuracy of any unmodified Transaction submitted or received on behalf of Customer, or settling any disputes related to a Transaction between Customer and a Transaction submitter or recipient.

11. **Transaction Standards**. Transactions resulting from HIPAA-regulated Processing Services will follow the HIPAA-required formats adopted by the Secretary of Health and Human Services, as defined in the Transactions and Codes Sets Final Rule and the associated documentation from X12N.

12. **Resubmission**. CHC may resubmit Transactions whenever necessary or advisable in CHC's discretion. As applicable, Customer will correct and resubmit to CHC, at Customer's expense:

(a) Transactions rejected by a Transaction recipient for any reason other than inappropriate format, and

(b) Transactions rejected by CHC due to Customer's error or omission.

13. **Modification of Processing Services**. CHC may, in its reasonable discretion, modify the Processing Services, provided that the modification does not substantially reduce, degrade, or diminish the functionality set forth in the Documentation as of the effective date of the applicable Solution Order

14. **Suspension of Processing Services**. CHC may suspend access to Processing Services in its reasonable judgment if the performance, integrity, or security of the Processing Services is adversely impacted or at risk of being compromised. CHC shall promptly reinstate the Processing Services upon mitigation of the action giving rise to such suspension. Prior to making any suspension, CHC shall use reasonable efforts to provide Customer with reasonable notice of the intended suspension and, where applicable, opportunity to cure.

15. **Definitions**.

"Processing Services" means the Transaction processing services that CHC provides to Customer. Certain Processing Services may also include access to on-demand remote application services (including new releases, updates, revisions, improvements, and modifications of that application) that are hosted, managed, or operated by CHC. Processing Services shall be included in the definition of "Services" as used in the MRA.

"Processing Support" means support services for the Processing Services consisting of telephone support, problem resolution, and updates delivered by CHC. Processing Support does not include: (a) development of customizations for any Processing Service, or (b) services to correct improper integration of a Processing Service not performed by CHC-authorized personnel.

"Processing Test Period" means the 30-day period beginning on the date the Processing Services are made available to Customer.

"Transaction" means information, including a distinct claim, remit, information request, or other item, whether or not accepted or adjudicated, which is transmitted or received on behalf of Customer or its agent through CHC.

Equipment Schedule

1. **Equipment Delivery**. Shipping of Equipment is FOB destination, Freight Prepaid & Added to Customer's invoice. . All prices quoted in the Solution Order for the applicable Equipment will include the cost of insurance and shipping unless otherwise agreed. CHC will invoice on delivery and risk of loss will pass to Customer upon delivery at the Customer designated Facility. Once CHC places an Equipment order, the order is non-cancelable. Equipment may only be returned for warranty repairs. All Equipment will be new unless otherwise stated in a Solution Order..

2. Equipment Warranties. Change Healthcare warrants that the Equipment, when installed, will conform in all material respects to its published functional specifications and will be in good working order. If purchased, Change Healthcare will provide Equipment Maintenance Services in accordance with the Documentation.

3. **Partial Shipments and Substitutions**. Upon mutual agreement of the parties, CHC may make partial shipments of Equipment, which may be separately invoiced. Delay in delivery of any installment does not relieve Customer of its obligation to accept any subsequent installments CHC may substitute Equipment (based on availability at time of order) with replacements that are of equal or better performance with no increase to the original agreed Equipment price. Change Healthcare will seek Customer's prior written consent (which may be provided by email) for any substitutions resulting in a price change or a change in Equipment platform (e.g. HP to Dell). Any resulting price change will be reflected in Customer's invoice.

4. **Equipment Configurations**. Product releases listed on Equipment configurations are for informational purposes only.

5. **Implementation Services**. Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

6. **Warranty Pass-Through**. CHC will pass through all transferrable end user warranties for Equipment that CHC receives from its Third Parties. If CHC cannot pass through a warranty, then CHC will enforce that warranty on Customer's behalf.

7. **Equipment Maintenance**. The term for Equipment Maintenance, if any, is stated in the Solution Order.

8. **Definitions**.

"Equipment" means hardware, computer equipment, and Third-Party software identified in a Solution Order as Equipment.

"Equipment Maintenance" means repair or replacement of any defective Equipment. CHC may provide Equipment Maintenance through its Third Parties. Equipment Maintenance does not include updates to firmware.

Exhibit C

Easy Order Process

1.1 Definitions

"Easy Order Process" means the purchasing process where a binding agreement for purchasing or licensing Products or Services is created through Customer's submission of a Purchase Order and CHC's written acceptance of the Purchase Order without modification.

"EOP Guide" means the CHC provided guide describing the Easy Order Process, including what purchases are eligible for the Easy Order Process and the relevant payment terms. CHC may reasonably modify the EOP Guide from time to time.

"EOP Agreement" means the binding agreement made when an order is placed under the Easy Order Process. For purposes of the MRA, the term "Solution Order" shall be substituted with EOP Agreement for any Product or Service acquired under an EOP Agreement.

"Existing Solution" means the Product or Service already purchased or licensed by Customer which is being supplemented with Products or Services under an EOP order.

"Purchase Order" means Customer's purchase order referencing the relevant CHC quotation or contract number. No terms in a Purchase Order are binding on the parties.

1.2 Easy Order Process Terms

1.2.1 **EOP Scope**. At CHC's discretion, Customer may (but is not obligated to) purchase or license Products and Services under the Easy Order Process if that purchase is eligible under the EOP Guide. For any purchases not eligible under the EOP Guide, when Customer choses to not use the Easy Order Process, or when CHC requires it, the parties must enter into a Solution Order.

1.2.2 **Binding Agreement**. An EOP Agreement is created only when CHC sends written acceptance of a Purchase Order by letter, email, web portal, or other electronic means. Once binding, an EOP Agreement cannot be unilaterally modified or cancelled by either party. An EOP Agreement incorporates and is governed by the terms of the agreement for the Existing Solution.

1.2.3 **Payment**. CHC will invoice Customer for purchases under the Easy Order Process in accordance with the payment terms in the EOP Guide.

1.2.4 **Corrections**. Changes may be made to an EOP Agreement and the associated quotation any time before CHC's shipment of Equipment or delivery of other Products or Services. To modify an EOP Agreement, Customer must submit a new Purchase Order that identifies the Purchase Order being modified. If CHC accepts the

modification, any invoices issued under the initial Purchase Order will be credited and new invoices will be generated under the new Purchase Order.

EOP Guide

This guide is intended to provide our Customers with information about Change Healthcare's "Easy Order Process". The Easy Order Process, or "EOP", provides an umbrella set of terms to let our Customers purchase and license Products and Services from Change Healthcare without negotiating a separate agreement each time.

Under the Easy Order Process, Change Healthcare provides a Customer with a quote for the agreed upon the Products and Services. If the Customer is happy with the quote, it submits a Purchase Order referencing the quote. After Change Healthcare validates that the quote and the Purchase Order match, we send verification of our acceptance, and the order process is complete.

Because we are constantly looking for ways to update and improve our Easy Order Process, this guide is subject to change. In addition, Change Healthcare may require a separate written agreement for any order that would otherwise be eligible.

Definitions.

"Acceptance Date" means the date upon which CHC accepts Customer's Purchase Order.

EOP Scope. Customer may request an order under the Easy Order Process if the order has a total net price of US $250,000 or less.

EOP Exclusions. CHC does not accept orders under the Easy Order Process if they include:

a) Products or Services not from CHC's Imaging and Workflow business,

b) Statements of Work,

c) Certain Third-Party Software,

d) Additional Required Terms, or

e) Change Healthcare Workflow Intelligence.

Payment Terms. CHC will invoice Customer for orders under the Easy Order Process as follows:

a) **If the order is $100K or less**: 100% will be invoiced upon the Acceptance Date.

b) **If the order is over $100K**: 50% will be invoiced upon the Acceptance Date, and the remaining 50% will be invoiced upon the earlier of (i) the Installation Date, or (ii) 12 months from the Acceptance Date.

c) **If the order is for Term Software**: The Term Software license fee is due on the Acceptance Date. Subsequent annual Term Software license fees are due on each anniversary of the Acceptance Date.

Software Maintenance and Support Fees. For orders including Software Maintenance and Support, the first annual fee will be invoiced upon on the Installation Date of the associated Product or Service, and pro-rated to the end of the current billing period of the Existing Solution. Subsequent Software Maintenance and Support fees are due on each anniversary of the billing period start date of the Existing Solution.

Equipment Maintenance Fees. For orders including Equipment Maintenance, the first annual fee for is due twelve months from the Installation Date of the associated Equipment, and pro-rated to the end of the current billing period of the Existing Solution. Subsequent annual Equipment Maintenance fees are due on each anniversary of the billing period start date of the Existing Solution.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective _____, 20__ ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Change Healthcare Technologies, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity. Business Associate and Covered Entity are Parties to an agreement or a series of agreements (the "Service Agreement") under which Business Associate provides certain products, software and/or services to Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. Intentionally Omitted.

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information that are directly applicable to information maintained by Business Associate, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any Breach of Unsecured PHI. Such notice shall be provided within five (5) business days of Business Associate's Discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack that impacts the Covered Entity's data held by the Business Associate shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or Breach of Unsecured PHI that it Discovers and shall provide a summary of its investigation to Covered Entity, upon receipt of Covered Entity's written request. If Business Associate or Covered Entity

determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate's notice shall comply with the requirements set forth in 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after Discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media.

(b) In consultation with the Covered Entity, Business Associate shall cooperate with Covered Entity's efforts to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable and substantiated costs and expenses in providing any required notification to affected individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigation efforts required under the Privacy Rule or Security Rule (which may include the costs of obtaining up to one year of credit monitoring services) for affected individuals whose PHI or Personal Information (as such phrase is defined in the California Confidentiality Laws) has or may have been compromised as a result of the Breach caused by Business Associate or its employees or subcontractors;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. Business Associate

will make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI received by Business Associate on behalf of Covered Entity for purposes of Covered Entity determining whether Business Associate has complied with this BAA, upon reasonable, advanced, written request by Covered Entity, and not more than once per calendar year; provided, however, that if any such practices, books or records are marked "Confidential," Covered Entity agrees to abide by the general confidentiality provisions of the Underlying Agreement;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) calendar days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, promptly destroy or return to Covered Entity , the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If Business Associate agrees in the Services Agreement to maintain all or any portion of the PHI in a Designated Record Set:

(i) Upon ten (10) business days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual. Covered Entity shall solely be responsible for: (a) making all determinations regarding the grant or denial of an Individual's request for PHI contained in a Designated Record Set, and Business Associate will make no such determinations, (b) releasing PHI contained in such a Designated Record Set to Individual pursuant to such a request, (c) all costs and liabilities associated therewith; and

(ii) Upon ten (10) business days' prior written request from Covered Entity, make PHI available to Covered Entity for any amendment(s) to the PHI pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) Intentionally Omitted; and

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Except as expressly provided in the Services Agreement or this BAA, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule.

(l) Maintain policies and procedures materially in accordance with applicable California Confidentiality Laws designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and has policies and procedures in place to comply, with HIPAA and the HITECH Act. Business Associate shall comply with all applicable California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that NMC's current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate fifteen (15) business days, if practicable, prior to the effective date of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate fifteen (15) business days, if practicable, prior to the effective date of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate fifteen (15) business days, if practicable, prior to the effective date of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI; and, with respect to those changes described in (c) and (d) of this Section 3.3, Covered Entity shall take all necessary measures to ensure that Business Associate shall not receive any PHI following the date of any changes in or revocation of such consent or authorization described in (c) or any restriction described in (d) and shall assume any liabilities associated therewith.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If either Party determines in good faith that Business Associate has breached a material term of this BAA, the non-breaching Party may either: (i) immediately terminate this BAA if cure is not possible; or (ii) terminate this BAA within thirty (30) days of the breaching Party's receipt of written notice detailing the nature of such breach, if the breach is not cured. Termination under this section will terminate this Agreement solely as it applies to the Services giving rise to the material breach.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of the underlying Services Agreement.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) destroy or return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate non-financial amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever. Neither Covered Entity nor Business Associate may assign this BAA without prior written consent from the other party, which will not be unreasonably withheld; provided, however, either party may assign this BAA to the extent that they are permitted to assign the underlying Services Agreement.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Change Healthcare Technologies, LLC
Attn: Chief Privacy Officer
5995 Windward Parkway
Alpharetta, GA 30005
Email: chiefprivacyofficer@changehealthcare.com

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective

upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Intentionally Omitted.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated as though fully set forth within all subsequent underlying Service Agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein and will be considered an attachment to all underlying Services Agreements. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Intentionally Omitted.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual action, proceeding, regulatory or governmental orders or actions regarding PHI provided by or created by Covered Entity that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, except to the extent prohibited by law; provided, however, that Covered Entity agrees to abide by the general confidentiality provisions of the Services Agreement.

5.12 Audit or Investigations. Unless otherwise prohibited by law, promptly, but no later than five (5) business days after notice thereof, Business Associate shall use its best efforts to advise Covered Entity of any audit, compliant review, or complaint

investigation regarding PHI provided or created by Covered Entity by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

By: _____

Print Name Joseph H. Ashkouti

Print Title Chief Privacy Officer

Date: June 27, 2019

COVERED ENTITY

By: _____

Print Name: _____

Print Title: CEO

Date: 7/23/19

AB
ABsecretary
Dep Coco
7.15.19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

Approved by the County of Monterey Board of Supervisors on 11/01/16 and revised on 12/09/16

CHANGE HEALTHCARE

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
Solution Order No.: IWS-282513
MRA Contract No.: MA_201910027122
June 11, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27 - June - 19

The County of Monterey,
a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: _____

Name: _____

Title: CEO

Date: 7/23/19

General Terms

1. **Change Healthcare Cardiology Solutions.**

   1.1. **Term.** For the Change Healthcare Cardiology Solutions Software Maintenance and Support, Third-Party Software Maintenance and Support, and Equipment Maintenance Services previously purchased, the new term will begin on July 1, 2019 and end on June 30, 2024 ("Cardiology Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

3. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

4. **Previously purchased equipment**

   4.1. Upon the Installation Date of the Equipment purchased herein, Customer will be relieved of its obligation to pay for Equipment Maintenance Services for the Equipment in the table below ("Previously Purchased Equipment"). Change Healthcare will continue to provide Equipment Maintenance Services for the Previously Purchased Equipment until the Installation Date for the Equipment purchased herein.

   4.2 If the parties terminate Equipment Maintenance Services on any of the Previously Purchased Equipment on another Solution Order or amendment, then the above will no longer apply to such terminated Equipment Maintenance Services.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
HCR100HW7	85139711	HWM HCR100HW7 H3B74UP 2UA308096N	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 K9301800A 9380029411	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 H3B74UP 2UA308096V	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 K9301800A 9380029352	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 H3B74UP 2UA308096G	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 K9301800A 9380029359	C12CP1109-14

HCD100V2K8	85139711	HWM HCD100v2K8 N/A	C12CP1109-14
HCS800V2K8	85139711	HWM HCS800V2K8 0270-XXXX	C12CP1109-14
HCW100V2K8	85139711	HWM HCW100v2K8 N/A	C12CP1109-14
USB128	85139711	HWM USB128 DTHX30/128GB	C12CP1109-14
MSQ502CC	85139711	HWM MSQ502CC ISV RLTY-E65-00175	C12CP1109-14
MSQ502CC	85139711	HWM MSQ502CC ISV RLTY-E65-00175	C12CP1109-14
HCF100	85139711	McK Eqp Sup Fax mdm MT9234ZBA-USB-CDC 16277445	C12CP1109-14
HCL100B	85139711	HWM HCL100B K9301800A 9380025293	C14CP6265-01
HCL100B	85139711	HWM HCL100B K9301800A 9380025301	C14CP6265-01
HCL100B	85139711	HWM HCL100B K9301800A 9380025349	C14CP6265-01

EXHIBIT 1

SOLUTIONS AND PRICING

1. **PAYMENT SCHEDULE:**

   1.1. **Previously Purchased Cardiology Maintenance and Support:** Software and Third-Party Software Maintenance and Support fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

   1.2. **Equipment Maintenance:** Equipment Maintenance fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

   1.3. **Implementation Services, and Education Services:** 100% will be invoiced on July 1, 2019.

   1.4. **Equipment:** 100% will be invoiced on delivery to Customer.

2. **FACILITIES:**

Customer No.	Data Center Facility	Full Address
1010301	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

3. **PREVIOUSLY PURCHASED CARDIOLOGY – ANNUAL MAINTENANCE FEES:**

Contract No.	Quotation No.	Part Number	Material	Description	Annual MNT Fees
1-1AG0YR_PS2	C12CP1109-14	CAL400	82014712	EQM CAL400	$ -
			85139711	CAL400 BARCO NIO CALIBRATION POD	$ 69.21
		COG100	73016241	COG100 DB Cognos 8 BI Advanced Report Package	$ 672.88
		HCD100	73016042	HCD100 HC SW for DB Srv on Unlimited Modalities	$ 13,875.68
		HCD100V2K8	82017176	EQM HCD100v2K8	$ -
			85139711	HCD100V2K8 v-MC Database Server	$ 8.07
		HCF050	82016030	EQM HCF050	$ -
			85139711	HCF050 HC USB/Serial over TCP/IP	$ 108.56
		HCF100	82014802	EQM HCF100	$ -
			85139711	HCF100 MC Fax addon for Connectivity Srv	$ 173.54
		HCR100	73016039	HCR100 HC SW for Multi-Modality Workstation	$ 12,615.20
		HCR100HW7	82014930	EQM HCR100HW7	$ -
			85139711	HCR100HW7 McKesson Cardiology Review Station	$ 1,331.55
		HCS200	73016046	HCS200 HC SW for ESI Archive Server	$ 8,619.52
		HCS800V2K8	82017293	EQM HCS800V2K8	$ -
			85139711	HCS800V2K8 v-MC WebApp Server	$ 186.10
		HCW100	73016040	HCW100 HC SW for Web-Image Viewing Server	$ 7,989.28
		HCW100V2K8	82017319	EQM HCW100v2K8	$ -
			85139711	HCW100V2K8 v-MC Web Server	$ 8.07
		ISS100	73016051	ISS100 HC SW for Cardiology Interface Server	$ 7,358.00
		MSQ502CC	82019052	EQM MSQ502CC	$ -
			85139711	MSQ502CC MS SQL 2008 STD 1 PROC ISV EMD	$ 613.16
		NSC072	73023872	NSC072 HC SW Card-DICOM Gateway from Ultrasoun	$ 15,768.48
		SNC100	73016262	SNC100 Sonic CD Burning Software	$ 189.28
		USB128	82018240	EQM USB128	$ -
			85139711	USB128 128GB USB Flash Drive	$ 37.68
	C12CS1109-14	AMA200	73023937	AMA200 CPT-4 code, Std Procedure Codes for HC	$ 188.24
		CIS120	73016055	CIS120 HC SW Echo Report Module	$ 10,512.32
		CIS150	73016080	CIS150 HC SW Statistical Report Module	$ 5,046.08
		CIS180	73016090	CIS180 HC SW Pediatric Echo Report Module	$ 10,512.32
		CIS190	73019062	CIS190 HC SW Charge Module	$ 9,460.88
		ROW100	73016092	ROW100 HC SW Reporting Over the Web License	$ 3,994.64
1-1HBXIA	C14CP6265-01	HCL100B	82014885	EQM HCL100B	$ -
			85139711	HCL100B Color 1MP 1HBarco 19 Cardiology	$ 392.59
	C14CS6265-01	CHB100	73020372	CHB100 Children's Medical Center Data License	$ 338.00
IWS-274959	71995-2	NSC072	73023872	NSC072 HC SW Card-DICOM Gateway from Ultrasoun	$ 2,921.92
				GRAND TOTAL	**$ 112,991.26**

EXHIBIT 2

Solution Rider

Imaging, Workflow, and Care Solutions

1. **Definitions.**

"Third-Party Software" means Software owned by a third party and licensed to Customer by CHC.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	67,500.00	
Equipment	24,230.19	2,298.88
GRAND TOTALS	**91,730.19**	**2,298.88**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Equipment	Impl Services	Net Price
78175-1	CPACS	18,266.39	67,500.00	85,766.39
78175-2	Cardiology Test	5,963.80		5,963.80
The County of Monterey, a political subdivision of the State of California on behalf of County Health Department Subtotal		24,230.19	67,500.00	91,730.19
				Total
	Proposal List Price	25,776.80	90,000.00	115,776.80
	Proposal Discount	1,546.61	22,500.00	
	Discount %	6.00	25.00	
	Proposal Net Total	**24,230.19**	**67,500.00**	**91,730.19**

Recurring Annual Fees Summary

Quote Ref.	Product	Equipment	Net Price
78175-1	CPACS	1,827.21	1,827.21
78175-2	Cardiology Test	471.67	471.67
The County of Monterey, a political subdivision of the State of California on behalf of County Health Department Subtotal		2,298.88	2,298.88
			Total
	Proposal List Price	2,298.88	2,298.88
	Proposal Net Total	**2,298.88**	**2,298.88**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Proposal Notes

This system is configured for a virtualized environment; Customer must provide environment in accordance with Change Healthcare Specifications. Change Healthcare does not provide Equipment Maintenance for virtualized servers.

HP Windows 10 replacement stations quoted.

Fax-over-IP will replace existing Zetafax solution.
Customer is required to provide a FoIP Gateway.

Customer to provide Antivirus license for each quoted device.

Cardiology 14.1.1 Web training is remote.

Quoted configuration requires customer to provide online storage solution.

Customer does not have Vascular Reporting, Hemo (HACS), Cedaron, TomTec and Invia - no services quoted for these.
CathPCI5 upgrade services not included.

The following hardware will be refreshed:
MCAPP0 Server - Application Server
MCSQL Server - Database Server
MCWEB Server - Web Server
MCTEST Server - Test Server
Tinfosys1 Station - Test Station
MCREV0 Station - Review Station
MCREV1 Station - Review Station
MCREV2 Station - Review Station

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Line Item Details

The County of Monterey, a political subdivision of the State of California on behalf of County Health Department				CPACS			78175-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Equipment					
1	1	HCD100V2K12	80010924 NA	Change Healthcare Cardiology virtual Database Server - 3rd party applications - Requires customer supplied VMware ESX 4.x or higher server and SAN storage environment - Customer must supply SQL 2014 Standard and Windows 2012 R2 OS Standard	81.46	81.46	
2	1	HCS800V2K12	80011012 NA	Change Healthcare Cardiology virtual App server - 3rd party applications - Hardware requires customer supplied VMware ESX 4.x or higher server and SAN storage environment. - Customer is required to supply Windows 2012 R2 Standard OS licenses.	1,753.87	1,753.87	
3	1	HCW100V2K12	80012681 NA	Change Healthcare Cardiology virtual Web server - 3rd party applications - Hardware requires customer supplied VMware ESX 4.x or higher server and SAN storage environment. - Customer is required to supply Windows 2012 R2 Standard OS licenses.	81.46	81.46	
4	1	HCF402	80010387 82019171	Change Healthcare Cardiology - Fax over IP license - 2 lines	2,777.19	2,777.19	289.92
5	6	HCL213B	80011390 82020092	BARCO Single 2 MegaPixel Color 24 display	1,130.60	6,783.57	775.56
6	3	HCR100HW10	80010965 82019700	Change Healthcare Cardiology Review Station - HP - without display	2,262.95	6,788.84	761.73
				Subtotal Equipment :		18,266.39	1,827.21
		Implementation Services					
7	1	SER821	74047347 NA	Virtual Implementation services - Migrate a customer's existing virtual production and test environments to a VMware ESX virtual environment. Services to replace and re-configure new VM servers as required per the defined project scope	18,750.00	18,750.00	
8	2	SER333	74042207 NA	VMware Integration Services - Database/Test server - Services to prepare Change Healthcare Cardiology server applications as virtual machine templates according to quotation	2,250.00	4,500.00	
9	2	SER334	74042208 NA	VMware Integration Services - Web or Application server - Services to prepare Change Healthcare Cardiology server applications as virtual machine templates according to quotation	2,437.50	4,875.00	

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

The County of Monterey, a political subdivision of the State of California on behalf of County Health Department				CPACS			78175-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
10	1	INS247	74052718 NA	FOIP Remote Implementotion Services	1,875.00	1,875.00	
11	1	SVC848	74055325 NA	Change Healthcare Cardiology CPACS 14.1.1 upgrade services - see SOW	37,500.00	37,500.00	
				Subtotal Implementation Services :		67,500.00	
				Total:		**85,766.39**	**1,827.21**

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.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, a political subdivision of the State of California on behalf of County Health Department				Cardiology Test			78175-2
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Equipment					
1	1	HCT100V2K12	80011014 NA	Change Healthcare Cardiology virtual Test Server - 3rd party applications for customer-supplied VMware ESX 4.x or higher server and SAN storage environment - Customer must supply SQL 2014 Standard and Windows 2012 OS Standard R2 licenses	1,753.87	1,753.87	
2	1	HCT200HW10	80011026 82019623	Change Healthcare Cardiology Test Info System Workstation - HP - without display	3,407.90	3,407.90	388.21
3	2	HCL100E	80007196 82015237	Color 1MP 1H EIZO 19 for Change Healthcare Cardiology Test	401.01	802.03	83.46
				Subtotal Equipment :		5,963.80	471.67
				Total:		**5,963.80**	**471.67**

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.

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Rod Ramirez	
Telephone: (831) 772-7660	
E-Mail: accountspayableemail@natividad.com	

CARDIOLOGY PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM ("CPACS")

SYSTEM UPGRADE WITH OPTIONAL HARDWARE REFRESH STATEMENT OF WORK ("SOW")
Change Healthcare Cardiology version 14.1.1

Quotation: ____78175-1___

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

- Customer shall provide remote access to all in scope systems.
- Agreement from Change Healthcare and Customer that network and technical architecture at start of project will remain static.
- Customer shall establish strong participation and leadership by establishing a governance structure that will be accountable for the success of the project and that will have representation from the appropriate operational areas.
- Customer will assign the appropriate resources required to implement the solution and adhere to the timeline established in the project plan.
- Customer environment (physical and/or virtual) is ready for implementation.
- Workstations and servers, Internet Explorer, Adobe and .Net shall meet the requirements outlined by Change Healthcare.
- If Customer is a Hemodynamics (Hemo) customer, then Customer shall perform local mode switch over testing on all Hemo stations in live production before Customer's functional testing ends and open calls with support to resolve any issues.

Project Scope and Exclusions

The Equipment and Services included in this project are identified in the Quotation, and any Software, Equipment or Services not identified in the Quotation are out of scope and not included. Any additional Software, Equipment or Services to be added requires adjustments to the project timeline and must be purchased under a new and separate Solution Order.

Scope and Goals

The primary objective is for Change Healthcare and Customer to upgrade Customer's existing Change Healthcare Cardiology System software from version 13.2.1 to 14.1.1. This may include hardware replacement if included in the Solution Order.

This effort includes:

- Remote project management
- Remote project kickoff
- Remote training for up to three 2-hour sessions to include:
    - Version specific enhancement training
    - "What's New" Training
- Go-live support for one Clinical resource for 3 days

If Customer uses Vascular Reporting, the following Services are included and will be performed remotely:

- Customer training on new reporting module provided via WebEx or recorded training
- Assessment of current reports vs new out-of-the-box
- Customization of the new out-of-the-box PDFs up to 20 hours

The following items are out of scope and not included in the Quotation:

- Interface changes or customizations performed in the Cardiology System. Customer may make changes at the interface engine if needed.
- Reporting customizations or changes to reporting modules including template or GUI changes
- Standardization of design, data, policies, or processes between departments, disciplines, or Facilities
- Unit or integrated testing plan development customized for a Facility. Change Healthcare shall provide sample test plans during the project.

Project Timeline

Change Healthcare and Customer shall work on a mutually agreeable timeline to be included in the project schedule based upon resource and product slot availability.

Required Customer resources are outlined below and shall be discussed during the project timeline planning.

If the project timeline changes during the implementation, Customer and Change Healthcare will mutually agree upon a revised timeline and any required additional Services to be provided by Change Healthcare or additional Services fees required from Customer. Change Healthcare will not charge additional Services fees to the extent that the timeline change is caused by Change Healthcare. The parties will agree upon any necessary additional Services and associated fees in writing prior to the performance of such Services.

Assumptions/Limitations

- Assumes 2.5-month project duration from kickoff to go live and includes ongoing weekly meetings, resourcing, project management, and administration.
- Assumes Customer supplied remote access and required permissions are available as prescribed by project needs.
- Assumes Customer-supplied workstations meet Change Healthcare Cardiology technical requirements.
- If Change Healthcare Cardiology is configured for a virtualized environment, Customer shall provide the environment in accordance with Change Healthcare specifications.
- Change Healthcare does not provide Equipment Maintenance for virtualized servers.
- Please note that the design of the Change Healthcare Cardiology system is sensitive to the underlying network bandwidth available. Sites with lower bandwidth WAN links may experience less-than-optimal performance. To operate in accordance with the Documentation, the proposed Change Healthcare Cardiology shall be installed on a network that satisfies the requirements in the IT admin guide.

Customer Responsibilities

Customer shall:

- Provide the Prerequisites set forth in this SOW

- Assign a project manager/lead for the project
- Assign a CPAC System Administrator
- Create and push the Thin Client installation package as defined in the Web Client Installation Guide MC Suite
- Provide technical and clinical staff members to work on this project including but not limited to: IT support, Superusers, Champion Physician(s), Biomedical Engineer(s)
- Perform end-to-end testing including interfaces
- Schedule and participate in the "What's New" training to be conducted remotely by Change Healthcare
- Participate in Vascular Reporting tool training (if applicable)
- Assist with or perform work for new Vascular Reports (if applicable)
- Develop and execute a training plan for the clinical end users
- Coordinate the go live event

Hardware replacement:

- Perform physical installation of all in scope hardware in server room rack
- Perform physical installation of workstation hardware
- Complete network connectivity of all in scope hardware
- Meet requirements of the IT Administrators Guide

Change Healthcare Responsibilities

Change Healthcare shall:

- Provide the Equipment and Software and perform the Services specified in the Quotation in accordance with this SOW
- Assign a project manager who will manage the project and coordinate with other Change Healthcare teams as needed
- Perform Prod to Test sync (if applicable) and upgrade current production system and Test workstation to release 14.1.1
- Conduct remote" What's New" training
- Conduct remote Vascular Reporting tool training (if applicable)
- Assist with potential workflow changes resulting from version specific enhancements
- Upgrade any existing inbound or outbound interfaces
- Upgrade any existing live reporting modules, no customization requests will be honored
- Assist with or perform work for new Vascular Reports (if applicable)
- Assist with troubleshooting issues from Customer testing
- Provide clinical support (1 resource) for three days at the go live event
- Facilitate transition to support post upgrade

Mutual Responsibilities

In addition, both Change Healthcare and Customer shall:

- Participate in project status meetings and conference calls to discuss the progress of the project
- Configure build specific to workflow procedure
- Create and maintain the project issues list
- Identify and manage risk and quality assurance issues which arise during project
- Execute and ensure project compliance with contract

- Work to the agreed upon go live date
- Create site specific cut over/go live plan
- Create and participate in communication plan during upgrade downtime
- Participate in three days of daily post live status meetings

Project Duration

Change Healthcare will schedule this project with the next mutually agreeable start date after the Solution Order Effective Date. The duration of this project is 9 weeks from kickoff meeting. The specific timeline and duration will be defined by the Change Healthcare project manager and Customer's project manager collaboratively. If the project timeline changes after project kickoff, Customer and Change Healthcare will mutually agree upon a revised timeline, any required additional Professional Services to be provided by Change Healthcare, and any additional Professional Services fees required from Customer. Change Healthcare will not charge additional Professional Services fees if the timeline change is caused solely by Change Healthcare.

CHANGE HEALTHCARE CARDIOLOGY
FAX OVER INTERNET PROTOCOL STATEMENT OF WORK

Quote: _____78175-1_____

Prerequisites

The following prerequisites and requirements (**"Prerequisites"**) must be met at project commencement and must be in place for the duration of the Fax over Internet Protocol (**"FoIP"**) project:

1. A Change Healthcare Cardiology test environment must be available for use.
2. The production and test environments must be at version 13.2.1 HF1 or higher or in the process of an upgrade/update.
3. Voice over Internet Protocol (**"VoIP"**) based telephony system with the Zetafax FoIP license (SR-140) to enable Zetafax to communicate over Internet Protocol (**"IP"**) with the VoIP infrastructure.
4. If Customer does not have a VoIP infrastructure, a FoIP solution will be achieved by a FoIP gateway, which supports T.38 protocol.
   Customer will be replacing two HW elements:
   - The existing modem that is connected to the phone line
   - Digikey device that converts the serial/USB port to IP with a single box, which is connected to the phone line and the LAN

   In addition, the Zetafax FoIP license (SR-140) is needed to enable Zetafax to communicate over IP with the FoIP gateway.

Scope and Goals

The goal of this project is to successfully install a FoIP solution. All activities will be conducted remotely.

Customer Responsibilities

Customer shall:

- Provide the Prerequisites set forth in this Statement of Work.
- Provide the IP address of the Gateway/IP-PBX where all calls will be routed.
- Provide dialing prefix/suffix information that's required for outgoing fax.
- Assign a project manager/lead for this project.
- Provide technical and clinical staff members to work on this project.
- Test the faxing of reports.
- Be responsible for the maintenance/cleanup of fax numbers associated with intended fax recipients.
- Coordinate the go live event to occur during the week.

Change Healthcare Responsibilities

Change Healthcare shall:

- Assign a project manager who will manage this project.
- Install and perform the changes required to implement FoIP.
- Activate FoIP in production during weekday hours.

Mutual Responsibilities

In support of this effort, both Change Healthcare and Customer shall:

- Conduct project status meetings to discuss the progress of this project.
- Create and maintain the project issues list.
- Work toward the agreed upon go live date.

Project Duration

As soon as commercially possible after the Solution Order Effective Date, Change Healthcare will schedule this project to begin on a mutually agreeable start date. The duration of this project will be 2 weeks.

CHANGE HEALTHCARE

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
Solution Order No.: IWS-282514
MRA Contract No.: MA_201910027122
June 11, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27 - June - 19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical, an acute care teaching hospital owned and operated by the County

By: _____

Name: _____

Title: CEO

Date: 7/23/19

General Terms

1. **Change Healthcare Radiology Solutions**

   1.1. **Term.** For the Change Healthcare Radiology Solutions Software Maintenance and Support, Third-Party Software Maintenance and Support, and Equipment Maintenance Services previously purchased, the new term will begin on July 1, 2019 and end on June 30, 2024 ("Radiology Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

   1.2. During the Radiology Term, Customer's Software Maintenance and Support fees will include attendance for three (3) participants to any Radiology classroom training course at a CHC location. Customer will be responsible for any travel and expenses for the participants.

2. **Previously Licensed Software**

   2.1. Upon the Installation Date of the Products purchased herein, Customer will be relieved of its obligation to pay for Software Maintenance and Support for the Software and Third-Party Software in the below table ("Previously Licensed Software"). Change Healthcare will continue to provide Software Maintenance and Support for the Previously Licensed Software until the Installation Date of the Products purchased in this Solution Order.

Software Part Number	Previously Licensed Software Description	Quote Number
VTR005	VTRIP 5 Concurrent User SW Licenses	H14NTV005-05
ORC115	Oracle 10g Diagnostic Pack	H14NTV005-05
CRV100	Claron Annual Study Volume < 99,999	H14NTV007-03
ORC101	ORC S.E. ONE license for 1x CPU	H10NTV006
ORC110	Oracle S.E Named User license, 5 users	H10NTV006TS

3. **Previously Purchased Equipment**

   3.1. Upon the Installation Date of the Equipment purchased herein, Customer will be relieved of its obligation to pay for Equipment Maintenance Services for the Equipment in the table below ("Previously Purchased Equipment"). Change Healthcare will continue to provide Equipment Maintenance Services for the Previously Purchased Equipment until the Installation Date for the Equipment purchased herein.

   3.2. If the parties terminate Equipment Maintenance Services on any of the Previously Purchased Equipment on another Solution Order or amendment, then the above will no longer apply to such terminated Equipment Maintenance Services.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
NNR100H2K3	85139701	HWM NNR100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NHA100H2K3	85139701	HWM NHA100H2K3 N/A N/A	H10NTV006
NSU100H2K3	85139701	HWM NSU100H2K3 N/A N/A	H10NTV006
TST100H2K3	85139701	HWM TST100H2K3 N/A N/A	H10NTV006TS

4. **Change Healthcare Imaging Analytics for Radiology**

   4.1. **Term.** The term of the Change Healthcare Imaging Analytics for Radiology Subscription Services ("Subscription Services Term") is coterminous with the Radiology Term in Section 1.1 of the General Terms of this Solution Order.

5. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

6. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
NNR100H2K3	85139701	HWM NNR100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NHA100H2K3	85139701	HWM NHA100H2K3 N/A N/A	H10NTV006
NSU100H2K3	85139701	HWM NSU100H2K3 N/A N/A	H10NTV006
TST100H2K3	85139701	HWM TST100H2K3 N/A N/A	H10NTV006TS

4. **Change Healthcare Imaging Analytics for Radiology**

   4.1. **Term.** The term of the Change Healthcare Imaging Analytics for Radiology Subscription Services ("Subscription Services Term") is coterminous with the Radiology Term in Section 1.1 of the General Terms of this Solution Order.

5. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

6. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION PRICING:** See Pricing in following pages.

2. **PAYMENT SCHEDULE:**

2.1. **Software and Third-Party Software:** 25% will be invoiced on July 1, 2019 (the "SO Effective Date"), 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from the SO Effective Date, and 25% will be invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from the SO Effective Date.

2.2. **Software and Third-Party Software Maintenance and Support:** The Software and Third-Party Software Maintenance and Support fees for the upgrade quote will be invoiced on the Installation Date and prorated to the end of the current billing period. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

2.3. **Previously Purchased Radiology Maintenance and Support:** The Maintenance and Support fees for existing maintenance will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

2.4. **Implementation Services, Education Services, and Third-Party Services:** 25% will be invoiced upon the SO Effective Date, 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from SO Effective Date, and 25% will be invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from SO Effective Date.

2.5. **Equipment:** 25% will be invoiced upon the SO Effective Date, 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from SO Effective Date, and 25% invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from SO Effective Date.

2.6. **Equipment Maintenance:** The Equipment Maintenance fees will be invoiced twelve (12) months from the Installation Date and prorated to the end of the current billing period. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

2.7. **Nuance Programs Software Maintenance Services:** The first annual Nuance Programs Software Maintenance Services fee is due on the earlier of (a) the System Installation Date or (b) 12 months from the OF Effective Date, and pro-rated to the end of the current billing period. Subsequent annual Nuance Program Software Maintenance Services fees are due on each anniversary of the billing period start date.

3. **FACILITIES:**

Customer No.	Data Center Facility	Full Address
1010301	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

4. PREVIOUSLY PURCHASED RADIOLOGY – ANNUAL MAINTENANCE FEES:

Contract No.	Quotation No.	Part Number	Material	Description	Annual MNT Fees
1-15U3ZH_PS2	H10NTV005-01	VIT860	73030075	SWM VIT860	$ 26,684.00
1-15U42P_PS2	D10NTV002-06	NNQ100	82017732	EQM NNQ100	$ -
			85139710	NNQ100 MS SQL2005 Embedded x32 SCAL	$ 45.77
		NNQ105	82017733	EQM NNQ105	$ -
			85139710	NNQ105 MS SQL2005 Embedded x32 1CPU	$ 269.48
		NNR100H2K3	82017739	EQM NNR100H2K3	$ -
			85139701	NNR100H2K3 RadWhere System LS Server	$ 1,575.27
		NNS100H2K3	82017745	HWM NNS100H2K3	$ -
			85139701	NNS100H2K3 Nuance Server	$ 2,054.30
		NUA100	73020418	NUA100 Nuance Core System SW noSQL 1-CPU Field	$ 1,056.00
		NUA201	73020422	NUA201 Nuance RadWhere,Speech Reporting 50~200K	$ 7,228.00
		NUA402	73030657	SWM NUA402	$ 4,447.00
		NUA405	73030658	SWM NUA405	$ 3,335.00
		NUA501	73029864	SWM NUA501	$ 2,224.00
		NUA505	73020425	NUA505 Nuance SW,Upload Enhanced RW Field	$ 2,224.00
		NUA701	73020426	NUA701 Nuance Radwhere Test 5-User License	$ 222.00
		UPS100H	82014689	EQM UPS100H	$ -
			85139701	UPS100H HP 1500VA 1U Rack UPS	$ 328.05
1-15Z1DB_PS2	H10NTV006	CAL110	82014690	EQM CAL110	$ -
			85139710	CAL110 HRS/HSS COLOR LCD CAL POD	$ 81.89
		CAL300	82014739	EQM CAL300	$ -
			85139710	CAL300 DOME GRAY-SCALE LCD CAL POD	$ 52.42
		CCS100	73017863	CCS100 HMI SW Care Continuance Server	$ 1,122.00
		HMI100	73012924	HMI SW HMI100 VOLUME LICENSE	$ 100,453.00
		NHA100H2K3	82017644	EQM NHA100H2K3	$ -
			85139701	NHA100H2K3 Clus DB/IMG/Web Srv<200	$ 5,915.62
		NSD600H	82017827	EQM NSD600H	$ -
			85139701	NSD600H NAS SATA 3.7TB Useable	$ 1,227.29
		NSU100H2K3	82017874	EQM NSU100H2K3	$ -
			85139701	NSU100H2K3 DB/IMG/Web Srv <150 RCk	$ 1,778.67
		ORC101	73017544	ORC101 ORC S.E. ONE license for 1x CPU	$ 4,442.00
		ORT180	73024885	ORT180 OrthoView Concurrent License	$ 5,312.00
		ORT181	73024886	ORT181 Orthoview Web Server Software	$ 5,337.00
		UPS100H	82014689	EQM UPS100H	$ -
			85139701	UPS100H HP 1500VA 1U Rack UPS	$ 208.16
		UPS200H	82014708	EQM UPS200H	$ -
			85139701	UPS200H HP 2880VA 2U Rack UPS	$ 384.72
		WKS100HXP	82014738	EQM WKS100HXP	$ -
			85139700	WKS100HXP: HP, HMI Workstation	$ 3,546.40
		WKS300HXP	82016503	EQM WKS300HXP	$ -
			85139700	WKS300HXP: HP, HMI WKS MAMMO	$ 521.91
		WSA377	73016362	SWM Rad ER wet Read Discrepancy Tool	$ 3,718.00
	H10NTV006TS	ORC110	73017552	ORC110 Oracle S.E Named User license, 5 users	$ 333.00
		TST100H2K3	82016498	EQM TST100H2K3	$ -
			85139701	TST100H2K3 HMI Test Server RCK 85GB	$ 799.80
1-16DCK3_PS2	H11NTV002-01	HMI500	73019072	HMI500 HMI SW Mammography Plus License	$ 4,250.00
		SEG503	73023850	SEG503 Segami Oasis 3 Conc.Lic & 2-day Training	$ 27,573.00
1-17NBMH	H11NTV008	WSA379	73030118	SWM WSA379	$ 2,174.00
1-19915J_PS2	H12NTV002-01	SEG611	73020455	SEG611 Oasis Opt-Cedars QGS/QPS - 1st Conc Lic	$ 4,173.00
1-1GGZUY_PS2	H14NTV005-05	ORC115	73017522	ORC115 Oracle 10g Diagnostic Pack	$ 208.00
		SEG1010U	73025272	SEG1010U Upgrade-Segami Oasis Ver 2 Server SW Lic	$ 5,113.00
		VTR005	73020474	VTR005 VTRIP 5 Concurrent User SW Licenses	$ 13,569.00
	H14NTV007-03	CRV100	73024191	CRV100 Claron Annual Study Volume < 99,999	$ 25,757.00
IWS-278391	71716-1	HMI100	73012924	HMI SW HMI100 VOLUME LICENSE	$ 35,045.00
				GRAND TOTAL	**$ 304,788.75**

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
Solution Order No.: IWS-282514
MRA Contract No.: MA_201910027122
June 11, 2019

Exhibit 2

Solution Rider

Imaging, Workflow, and Care Solutions

1. **Definitions.**

   "Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

   "Exam" means either (a) means a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

   "Licensed Volume" means the volume of the usage-based variable identified in the Solution Order.

   "Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

   "PACS" means any picture archiving and communications system.

   "Third-Party Software" means Software owned by a third party and licensed to Customer by CHC.

2. **Expanded Volume.** The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order. The addition of Facilities to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 10%, Change Healthcare will invoice Customer for:

   a. Software license fees for the additional volume; and,

   b. the associated increase in any recurring Services fees.

4. **Implementation and Training Plan.** CHC will work with Customer to develop a mutually agreeable implementation and training schedule that takes into account the workload and the operational hours of each Facility.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Fees Summary

	One-Time Fees	Annual Recurring Fees
Software	79,623.16	24,625.15
Recurring Services		0.00
Third Party Software	59,080.00	11,882.50
Implementation & Education Services	88,912.50	
Equipment	27,288.37	1,857.60
GRAND TOTALS	**254,904.03**	**38,365.25**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Software	Third Party Software	Equipment	Impl Services	Education Services	Third Party Services		Net Price
79811-1	Change Healthcare Radiology Solutions	79,623.16	25,660.00	25,362.27	68,812.50	3,150.00	13,200.00		215,807.93
79811-2	Radiology Test		7,420.00	1,926.10	3,750.00				13,096.10
79811-3	Nuance		26,000.00						26,000.00
79811-4	Imaging Analytics				0.00				0.00
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		79,623.16	59,080.00	27,288.37	72,562.50	3,150.00	13,200.00		254,904.03
									Total
Proposal List Price		227,494.75	59,080.00	29,030.18	96,750.00	4,200.00	13,200.00		429,754.93
Proposal Discount		147,871.59		1,741.81	24,187.50	1,050.00			
Discount %		65.00		6.00	25.00	25.00			
Proposal Net Total		**79,623.16**	**59,080.00**	**27,288.37**	**72,562.50**	**3,150.00**	**13,200.00**		**254,904.03**

Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services	Third Party Software	Equipment		Net Price
79811-1	Change Healthcare Radiology Solutions	24,625.15		5,346.00	1,857.60		31,828.75
79811-2	Radiology Test			1,336.50			1,336.50
79811-3	Nuance			5,200.00			5,200.00
79811-4	Imaging Analytics		0.00				0.00
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		24,625.15	0.00	11,882.50	1,857.60		38,365.25
							Total
Proposal List Price		41,041.91	0.00	11,882.50	1,857.60		54,782.01
Proposal Discount		16,416.76					

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services	Third Party Software	Equipment		Net Price
	Discount %	40.00					
	Proposal Net Total	**24,625.15**	**0.00**	**11,882.50**	**1,857.60**		**38,365.25**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Proposal Notes

Change Healthcare Imaging Analytics for Radiology is provided at no charge to the Customer as part of a promotion in conjunction with the purchase of a Change Healthcare Radiology Solutions Upgrade or new system Change Healthcare Radiology Solutions

This contract requires IWS-224282 which includes additional effort which is required for this upgrade

Mammo Plus 2 with Tomo configuration and training was contracted in IWS-224282.

There is a separate datatility quote/contract that the customer will be purchasing, which is why there are no data move services included on this contract.

This quote includes upgrade to 12.4.1

Includes Server Refresh:
Virtual DB to replace PACSDB
Virtual App Server to replace PACSAPP
Virtual CRV Server to replace PACSCRV
Virtual Test Server
Virtual Care Continuance Server
Includes Oracle Uplift Licenses to Standard Edition 2 for Production, Test and Care Continuance
Includes Seamless Integration with Vitrea and implementation of servers below
Includes 1 VM Management Server for Prod and 1 physical application server for Prod (4 concurrent sessions)
Includes 1 VM Management Server for Test and 1 Virtual Application server for Test
Customer is responsible for providing all AV, SQL, MS CAL licenses for Vitrea servers
Includes training provided by Vitrea for all advanced functionality
Includes 1 day of training provided by Change Healthcare to rebuild hanging protocols associated with Vitrea

Storage is not included in this quote
Requires Archive which is not included in this quote.
Includes Change Healthcare Imaging Analytics for Radiology

The 18,571 exams being purchased are in addition to Customer's existing licenses of 71,429 (pending payment of last invoice of 26,429 exams).

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

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
Servers							
1	2	SER490	74045040	Change Healthcare Radiology Solutions DB/ Care Continuance/NSS Virtual Machine build services	3,000.00	2,250.00	4,500.00
2	2	SER495	74045041	Change Healthcare Radiology Solutions Application/CRV Server Virtual Machine build services	1,750.00	1,312.50	2,625.00
3	1	IMP340	74042303	Change Healthcare Radiology Solutions Test Server remote implementation services - Includes remote basic configuration services	2,000.00	1,500.00	1,500.00
4	1	SER496	74045042	Change Healthcare Radiology Solutions Test Server Virtual Machine build services	3,000.00	2,250.00	2,250.00
5	2	ORC301	72033303	Virtual License Uplift for Oracle SE2 and Diagnostics Pack for MR/CIR/CDE/MRM Primary, Care Continuance or Network Shelter Database - Limited to two virtual sockets or 2 physical sockets. Per instance.	12,830.00	12,830.00	25,660.00
6	1	ORC305	72033309	License including Oracle SE2 and Diagnostics Pack for Radiology Test Database - Limited to two virtual sockets or 2 physical sockets - per instance	7,420.00	7,420.00	7,420.00
7	1	NSU410V2K12R2	80011256	Change Healthcare Radiology Solutions Database Server - Virtual	1,981.42	1,862.53	1,862.53
8	1	SRV600V2K12R2	80011257	Change Healthcare Radiology Solutions Application Server - Virtual	1,983.38	1,864.38	1,864.38
9	1	SRV800V2K12R2	80011258	Change Healthcare Radiology Solutions Clinical Reference Viewer Server - Virtual	1,983.38	1,864.38	1,864.38
10	1	TST400V2K12R2	80011259	Change Healthcare Radiology Solutions Test Server - Virtual	1,983.38	1,864.38	1,864.38

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

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
11	1	NSU100V2K12R2	80011255	Change Healthcare Radiology Solutions Integrated Server - up to 200,000 exams per year - Virtual	1,981.42	1,862.53	1,862.53
Vital Vitrea Education Units							
12	12	VIT7100	74028202	Vital U Education (1 Unit)	1,100.00	1,100.00	13,200.00
Miscellaneous							
12	158	IMP334	74042300	Change Healthcare Radiology Solutions Remote Implementation Services - hourly - Services to be scheduled during business hours	250.00	187.50	29,625.00
13	1	NIC018	75007490	Change Healthcare Radiology Solutions implementation consulting services - On-site base day	4,200.00	3,150.00	3,150.00
14	1	MAVE	72034084	Vitrea software license - Change Healthcare Radiology Solutions Advanced Visualization Core - Upgrade from previous Vitrea release. Requires Change Healthcare Radiology Solutions 12.4.1 or higher	0.00	0.00	0.00
15	1	SER288	74041267	Change Healthcare Radiology Solutions Care Continuance Server implementation services - does not include project management services	4,000.00	3,000.00	3,000.00
16	1	INS300	74051828	Change Healthcare Radiology Solutions Application Server configuration implementation services - Remote configuration of device	750.00	562.50	562.50
17	2	INS303	74051831	Change Healthcare Radiology Solutions Database configuration implementation services - Remote configuration of device	4,000.00	3,000.00	6,000.00
18	3	UPG037	74052115	Change Healthcare Radiology Solutions TE remote upgrade services - Remote Technical Engineering services for planning, PACS configuration, testing and activation of Change Healthcare Radiology Solutions production environment	5,000.00	3,750.00	11,250.00
19	3	UPG038	74052116	Change Healthcare Radiology Solutions PM remote project management upgrade	5,000.00	3,750.00	11,250.00

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

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
				services - General project management services to coordinate the upgrade			
20	18571	HMI100	72008731	Radiology Software License - includes DICOM image management workflow for Change Healthcare Radiology and Cardiology sources - per annual radiology Exam	12.25	4.29	79,623.16
21	40000	PS360EV-ADD-B01	72031554	Nuance PowerScribe 360 Site Add-on Exam Volume - No Data Integration - Tier B	0.65	0.65	26,000.00
22	1	MRA003	74054725	Change Healthcare Imaging Analytics for Radiology Core Module implementation services. Pricing available only when services delivered simultaneously with new Radiology PACS install or Radiology PACS server upgrade.	0.00	0.00	0.00
23	1	MRA000	74053072	Change Healthcare Imaging Analytics for Radiology Core subscription software license annual fee -per database connection	0.00	0.00	0.00
24	1	VIT215V2K12 R2	80012782	Vitrea Advanced One-User GPU-rendered Application Test Server - Virtual	65.66	61.72	61.72
25	2	VIT100V2K12 R2	80012395	Vitrea Advanced Management Server - Virtual	65.66	61.72	123.44
26	1	VIT200H2K12 R2	80012371	Vitrea Advanced Four-User Render Server - HPE	18,920.22	17,785.01	17,785.01

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Change Healthcare Radiology Solutions — 79811-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Software					
1	18571	HMI100	72008731 73012924	Radiology Software License - includes DICOM image management workflow for Change Healthcare Radiology and Cardiology sources - per annual radiology Exam	4.29	79,623.16	24,625.15
		Equipment					
2	1	NSU410V2K12R2	80011256 NA	Change Healthcare Radiology Solutions Database Server - Virtual	1,862.53	1,862.53	
3	1	SRV600V2K12R2	80011257 NA	Change Healthcare Radiology Solutions Application Server - Virtual	1,864.38	1,864.38	
4	1	SRV800V2K12R2	80011258 NA	Change Healthcare Radiology Solutions Clinical Reference Viewer Server - Virtual	1,864.38	1,864.38	
5	1	NSU100V2K12R2	80011255 NA	Change Healthcare Radiology Solutions Integrated Server - up to 200,000 exams per year - Virtual	1,862.53	1,862.53	
6	2	VIT100V2K12R2	80012395 NA	Vitrea Advanced Management Server - Virtual	61.72	123.44	
7	1	VIT200H2K12R2	80012371 82021103	Vitrea Advanced Four-User Render Server - HPE	17,785.01	17,785.01	1,857.60
				Subtotal Equipment :		25,362.27	1,857.60
		Third Party Software					
8	2	ORC301	72033303 73031573	Virtual License Uplift for Oracle SE2 and Diagnostics Pack for MR/CIR/CDE/MRM Primary, Care Continuance or Network Shelter Database - Limited to two virtual sockets or 2 physical sockets. Per instance.	12,830.00	25,660.00	5,346.00
9	1	MAVE	72034084 NA	Vitrea software license - Change Healthcare Radiology Solutions Advanced Visualization Core - Upgrade from previous Vitrea release. Requires Change Healthcare Radiology Solutions 12.4.1 or higher		0.00	
				Subtotal Third Party Software :		25,660.00	5,346.00
		Implementation Services					
10	2	SER490	74045040 NA	Change Healthcare Radiology Solutions DB/Care Continuance/NSS Virtual Machine build services	2,250.00	4,500.00	

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Change Healthcare Radiology Solutions — 79811-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
11	2	SER495	74045041 NA	Change Healthcare Radiology Solutions Application/CRV Server Virtual Machine build services	1,312.50	2,625.00	
12	158	IMP334	74042300 NA	Change Healthcare Radiology Solutions Remote Implementation Services - hourly - Services to be scheduled during business hours	187.50	29,625.00	
13	1	SER288	74041267 NA	Change Healthcare Radiology Solutions Care Continuance Server implementation services - does not include project management services	3,000.00	3,000.00	
14	1	INS300	74051828 NA	Change Healthcare Radiology Solutions Application Server configuration implementation services - Remote configuration of device	562.50	562.50	
15	2	INS303	74051831 NA	Change Healthcare Radiology Solutions Database configuration implementation services - Remote configuration of device	3,000.00	6,000.00	
16	3	UPG037	74052115 NA	Change Healthcare Radiology Solutions TE remote upgrade services - Remote Technical Engineering services for planning, PACS configuration, testing and activation of Change Healthcare Radiology Solutions production environment	3,750.00	11,250.00	
17	3	UPG038	74052116 NA	Change Healthcare Radiology Solutions PM remote project management upgrade services - General project management services to coordinate the upgrade	3,750.00	11,250.00	
				Subtotal Implementation Services :		68,812.50	
		Education Services					
18	1	NIC018	75007490 NA	Change Healthcare Radiology Solutions implementation consulting services - On-site base day	3,150.00	3,150.00	
		Third Party Services					
19	12	VIT7100	74028202 NA	Vital U Education (1 Unit)	1,100.00	13,200.00	
				Total:		**215,807.93**	**31,828.75**

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.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Radiology Test — 79811-2							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Equipment					
1	1	TST400V2K12 R2	80011259 NA	Change Healthcare Radiology Solutions Test Server - Virtual	1,864.38	1,864.38	
2	1	VIT215V2K12 R2	80012782 NA	Vitrea Advanced One-User GPU-rendered Application Test Server - Virtual	61.72	61.72	
				Subtotal Equipment :		1,926.10	
		Third Party Software					
3	1	ORC305	72033309 73031594	License including Oracle SE2 and Diagnostics Pack for Radiology Test Database - Limited to two virtual sockets or 2 physical sockets - per instance	7,420.00	7,420.00	1,336.50
		Implementation Services					
4	1	IMP340	74042303 NA	Change Healthcare Radiology Solutions Test Server remote implementation services - Includes remote basic configuration services	1,500.00	1,500.00	
5	1	SER496	74045042 NA	Change Healthcare Radiology Solutions Test Server Virtual Machine build services	2,250.00	2,250.00	
				Subtotal Implementation Services :		3,750.00	
				Total:		**13,096.10**	**1,336.50**

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.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center				Nuance			79811-3
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Third Party Software					
1	40000	PS360EV-ADD-B01	72031554 73030422	Nuance PowerScribe 360 Site Add-on Exam Volume - No Data Integration - Tier B	0.65	26,000.00	5,200.00
				Total:		**26,000.00**	**5,200.00**

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.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center				Imaging Analytics			79811-4
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Implementation Services					
1	1	MRA003	74054725 NA	Change Healthcare Imaging Analytics for Radiology Core Module implementation services. Pricing available only when services delivered simultaneously with new Radiology PACS install or Radiology PACS server upgrade.		0.00	
		Recurring Services					
2	1	MRA000	74053072 NA	Change Healthcare Imaging Analytics for Radiology Core subscription software license annual fee -- per database connection			0.00
				Total:		**0.00**	**0.00**

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.

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

CHANGE HEALTHCARE

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
Solution Order No, IWS-229036
MRA Contract No.: MA_201910027122
June 11, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27-June-19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By:

Name: Gary Cory

Title: CEO

Date: 7/25/19

General Terms

1. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

2. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION QUOTE:** See Pricing in following pages.

2. **PAYMENT SCHEDULE:**

   2.1. **Software:** Not applicable.

   2.2. **Software Maintenance and Support and Managed Services:** Software Maintenance and Support and Managed Services fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

   2.3. **Equipment:** 100% will be invoiced on delivery to Customer.

3. **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	1441 Constitution Boulevard, 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	1441 Constitution Boulevard, Salinas, CA 93906

Exhibit 2

Solution Rider

Imaging, Workflow, and Care Solutions

1. **Definitions.**

   "Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

   "Exam" means either (a) means a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

   "Licensed Volume" means the volume of the usage-based variable identified in the Solution Order.

   "Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

   "PACS" means any picture archiving and communications system.

2. **Expanded Volume.** The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order. The addition of Facilities to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 10%, Change Healthcare will invoice Customer for:

   a. Software license fees for the additional volume; and,

   b. the associated increase in any recurring Services fees.

4. **Change Healthcare Workflow Intelligence.**

4.1. **Connectivity.** CHC does not support any third party PACS products. CHC will have no liability for any disruption to Customer's access to its PACS or any impairment to the operation or functionality of the Change Healthcare Workflow Intelligence Software resulting from a third party's PACS integration efforts. If Customer intends to utilize the Change Healthcare Workflow Intelligence Software in conjunction with a PACS acquired from a third party, then Customer will:

a. notify the appropriate third party PACS database owner that Customer has authorized CHC to perform integration services; and

b. ensure that the third party PACS vendor provides integration capabilities in accordance with CHC's specifications.

4.2. **Managed Services for Change Healthcare Workflow Intelligence.** Managed Services for Change Healthcare Workflow Intelligence consists of Implementation Services, consulting services, custom configuration and on-going modification services, superuser training, report customization, and maintenance services for any applicable Equipment provided by CHC for the Change Healthcare Workflow Intelligence solutions identified in the Solution Order ("Managed Services").

4.3. **Software Maintenance and Support Required**. An active term for Software Maintenance and Support for Change Healthcare Workflow Intelligence Software is required for Customer to be eligible to receive Managed Services from CHC. Upon any termination or expiration of Software Maintenance and Support for Change Healthcare Workflow Intelligence Software, CHC's obligation to provide and Customer's right to receive Managed Services will automatically terminate. No refunds or credits will be due in the event of an early termination by Customer.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Fees Summary

	One-Time Fees	Annual Recurring Fees
Recurring Services		28,501.90
Software	0.00	6,270.00
Equipment	597.90	
GRAND TOTALS	**597.90**	**34,771.90**

A-1-1

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Software	Equipment		Net Price
79661-1	Change Healthcare Workflow Intelligence	0.00	597.90		597.90
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		0.00	597.90		597.90
					Total
	Proposal List Price	0.00	597.90		597.90
	Proposal Net Total	**0.00**	**597.90**		**597.90**

Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services			Net Price
79661-1	Change Healthcare Workflow Intelligence	6,270.00	28,501.90			34,771.90
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		6,270.00	28,501.90			34,771.90
						Total
	Proposal List Price	6,600.00	30,002.00			36,602.00
	Proposal Discount	330.00	1,500.10			
	Discount %	5.00	5.00			
	Proposal Net Total	**6,270.00**	**28,501.90**			**34,771.90**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Proposal Notes

Includes renewal for 3 workflows
Includes new VM Server for Workflow Intelligence (Windows Server 2016 R2) Prod and Test

Customer to provide AV and SQL Licenses

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

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
Service Spaces							
1	1	PVU-RQI-TQI	74044984	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Technologist Review - Change Healthcare Workflow Intelligence Initiated - Bundled	0.00	0.00	0.00
2	1	PVU-RAV-PR	74044978	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiologist Peer Review - Advanced - Bundled	0.00	0.00	0.00
3	1	PVU-RAV-ED	74044973	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiology-ED Communication - Advanced - Bundled	0.00	0.00	0.00
4	1	CWI-SWR-150	72030316	Reuse Existing Software license for Change Healthcare Workflow Intelligence Software - Full License - Up to 150,000 Annual Exam Volume - includes 1 test software license, 1 PACS integration and 1 HL7 inbound interface	0.00	0.00	0.00
5	1	PVU-3SB-150	74040662	Change Healthcare Workflow Intelligence Managed Services Bundle - 3 Workflow Bundle - Up to 150,000 Annual Exam Volume - The workflows included in this bundle are listed below	18,712.00	17,776.40	17,776.40
Miscellaneous							
1	1	PVU-1UI-075	74044994	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 75,000 Annual Exam Volume - The workflow included in this bundle is listed below	5,063.00	4,809.85	4,809.85
2	1	PVU-1UI-150	74044995	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 150,000 Annual Exam Volume - The workflow included in this bundle is listed below	6,227.00	5,915.65	5,915.65

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

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
3	2	CWI100V2K16	80013175	Change Healthcare Workflow Intelligence Quality Workflow Small All-in- One Server - up to 200,000 APV - Virtual	298.95	298.95	597.90

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Line Item Details

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Change Healthcare Workflow Intelligence — 79661-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Software					
1	1	CWI-SWR-150	72030316 73027895	Reuse Existing Software license for Change Healthcare Workflow Intelligence Software - Full License - Up to 150,000 Annual Exam Volume - includes 1 test software license, 1 PACS integration and 1 HL7 inbound interface		0.00	6,270.00
		Equipment					
2	2	CWI100V2K16	80013175 NA	Change Healthcare Workflow Intelligence Quality Workflow Small All-in- One Server - up to 200,000 APV - Virtual	298.95	597.90	
		Recurring Services					
3	1	PVU-3SB-150	74040662 NA	Change Healthcare Workflow Intelligence Managed Services Bundle - 3 Workflow Bundle - Up to 150,000 Annual Exam Volume - The workflows included in this bundle are listed below	17,776.40		17,776.40
4	1	PVU-1UI-075	74044994 NA	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 75,000 Annual Exam Volume - The workflow included in this bundle is listed below	4,809.85		4,809.85
5	1	PVU-1UI-150	74044995 NA	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 150,000 Annual Exam Volume - The workflow included in this bundle is listed below	5,915.65		5,915.65
				Subtotal Recurring Services :		28,501.90	
		Managed Services Spaces					
6	1	PVU-RQI-TQI	74044984 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Technologist Review - Change Healthcare Workflow Intelligence Initiated - Bundled		0.00	
7	1	PVU-RAV-PR	74044978 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiologist Peer Review - Advanced - Bundled		0.00	
8	1	PVU-RAV-ED	74044973 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiology-ED Communication - Advanced - Bundled		0.00	
				Subtotal Managed Services Spaces :		0.00	

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center				Change Healthcare Workflow Intelligence			79661-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
				Total:		**597.90**	**34,771.90**

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.

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

CHANGE HEALTHCARE

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
Solution Order No.: IWS-276734
MRA Contract No.: MA_201910027122
May 30, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. 201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27- June-19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: _____

Name: Gary Cory

Title: CEO

Date: 7/03/19

General Terms

1. **Term.** The initial term will commence on July 1, 2019 and end on June 30, 2024 ("Datatility Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Effect of Expiration.** Upon the expiration of the Datatility Term, Change Healthcare shall cease to provide the Datatility Services, and Customer shall pay Change Healthcare all outstanding fees owed.

3. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

4. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION** PRICING: See Pricing in following pages.

2. **PAYMENT SCHEDULE:**

   2.1. **Implementation and Education Services:** 100% due upon the SO Effective Date

   2.2. **Hosted Storage Monthly Fees and Recurring Services Fees:** Monthly storage fees will be invoiced each month during the Term beginning on Equipment delivery.

3. **FACILITIES:**

Customer No.	Facility	Full Address
1080530	The County of Monterey, a political subdivision of the State of California on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

Exhibit 2

Solution Rider

Datatility

1. **Provision of Services**. The hosted long-term archive and disaster recovery services identified in this Solution Order are hosted and provided by CHC's business partner, Datatility, LLC.

2. **CHC-Owned Equipment**.

   2.1. Any equipment provided by CHC ("Equipment") will remain the property of CHC. Customer will install and use the Equipment in accordance with any reasonable written instructions provided by CHC and will maintain the Equipment in the same condition as originally provided by CHC, except for normal wear and tear.

   2.2. Customer assumes the entire risk of loss of the Equipment while it is in Customer's possession. Customer will be liable to Change Healthcare for the full replacement value of the Equipment in the event of theft, loss, or damage. Change Healthcare may replace any of the Equipment for maintenance or other service related purposes, with prior written notice to Customer.

   2.3. If Customer does not return the Equipment upon replacement for maintenance purposes or upon termination of this Solution Order, Customer will pay CHC any applicable lost/damaged equipment fees at CHC's then-current rates.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	14,285.72	
GRAND TOTALS	**14,285.72**	**2,766.40**

Hosted Storage Service pricing

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	IT Solutions Hosted Storage Datatility - Hydra Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Data volume above 200TB will require additional licensing fees, billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	IT Solutions Hosted Storage - Additional 100TB Cloud Storage License for Primary Cloud Controller Appliance - 60 month	660.80

Current data storage assumptions

The following are the assumptions regarding your current data storage profile and anticipated volume growth. The numbers are based on actual volumes in your current Change Healthcare imaging environment(s) and information provided by the customer on data generated in a non-Change Healthcare environment(s).

Source	Legacy Volume (TB)	Annual data volume last year (TB)
Change Healthcare Radiology Solutions	22.3 (TB)	4.3 (TB)
Change Healthcare Cardiology	9.3 (TB)	2.1 (TB)
Other	0.0 (TB)	0.0 (TB)
Total Volume Requirements	31.6 (TB)	6.4 (TB)
Size of annual data added is assumed to increase annually at:		5.0 (%)

The legacy volume will be moved to the Hosted Storage. Data move services are only included for Change Healthcare Radiology Solutions and Change Healthcare Cardiology applications. Other applications may require separately quoted migration services.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Third Party Services	Net Price
80042-1	Hosted Storage	14,285.72	14,285.72
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		14,285.72	14,285.72
			Total
	Proposal List Price	14,285.72	14,285.72
	Proposal Net Total	**14,285.72**	**14,285.72**

Recurring Monthly Fees

Quote Ref.	Product	Recurring Monthly Services		Net Price
80042-1	Hosted Storage	2,766.40		2,766.40
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		2,766.40		2,766.40
			Total	
	Proposal List Price	2,766.40		2,766.40
	Proposal Net Total	**2,766.40**		**2,766.40**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Proposal Notes

This quote assumes an internet bandwidth availability to this solution of 50 Mbps consistently throughout peak operating days / times.

A-1-3

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

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
Datatility							
1	1	DTL009	74053470	Hosted Storage - Datatility Base Implementation Services/Setup	10,000.00	10,000.00	10,000.00
2	2	DTL015	74053706	Hosted Storage - Datatility Additional Implementation Services/Setup for Datatility Supplied Physical Gateway	2,142.86	2,142.86	4,285.72
3	1	APP16.0-2019-60	74055566	IT Services Hosted Storage - Primary Physical Cloud Controller 16 TB Appliance, Includes Software and 200TB License - 60 month	1,901.20	1,901.20	1,901.20
4	1		74055576	IT Services Hosted Storage - Secondary Physical Cloud Controller 8 TB Appliance, Includes Software and 200TB License - 60 month	865.20	865.20	865.20

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Line Item Details

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center — Hosted Storage — 80042-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Third Party Services					
1	1	DTL009	74053470 NA	Hosted Storage - Datatility Base Implementation Services/Setup	10,000.00	10,000.00	
2	2	DTL015	74053706 NA	Hosted Storage - Datatility Additional Implementation Services/Setup for Datatility Supplied Physical Gateway	2,142.86	4,285.72	
				Subtotal Third Party Services :		14,285.72	
		Recurring Monthly Services					
3	1	APP16.0-2019-60	74055566 NA	IT Services Hosted Storage - Primary Physical Cloud Controller 16 TB Appliance, Includes Software and 200TB License - 60 month			1,901.20
4	1		74055576 NA	IT Services Hosted Storage - Secondary Physical Cloud Controller 8 TB Appliance, Includes Software and 200TB License - 60 month			865.20
				Subtotal Recurring Monthly Services :			2,766.40
				Total:		**14,285.72**	**2,766.40**

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.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Hosted Storage Service Fee Annual Estimates - based on Anticipated Volumes over Term length

Hosted Storage Service fee annual	**Term length: 5 years**	
The estimated fees are based on the estimated/anticipated storage volume over the 5-year Term. Storage costs will differ based on actual storage volumes, and will be calculated as per the payment terms in Part III – Facilities and Payment Schedule Section.		
Contract Year	Volume under Management	Fees
Year 1	37.76 TB	75,047.78
Year 2	44.82 TB	68,963.97
Year 3	52.22 TB	75,197.64
Year 4	60.0 TB	81,742.99
Year 5	68.17 TB	88,615.60
Estimated Total Fees for **Five Years**		389,567.98

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
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 CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

CHANGE HEALTHCARE

The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county
Customer No.: 1010301
Solution Order No.: 33663
Quote No.: 164085
June 27, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. 201910027122, dated July 1, 2019, ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: JoAnna Shore

Name: JoAnna Shore

Title: Area Vice President

Date: June 27, 2019

The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county

By: _____

Name: Gary Gray

Title: CEO

Date: 7/23/19

AB
Director
Dep CCO
7-15-19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

Sold To:	**Bill To:**
The County of Monterey, a political subdivision of the State of CA, 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 CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county
1441 Constitution Boulevard	1441 Constitution Boulevard
Salinas, CA	Salinas, CA
	Attention: Karen Friedrich, Director, Case Management
	Telephone: (831) 772-7497
	E-mail: FriedrichK@natividad.com
Tax Status:	
Taxable: ☒ Yes ☐ No	
Ship To:**	
See Facility information on Exhibit 1.	**If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Solution Order.
Download Central Administrator:	**Customer IRR Administrator:**
Sharon Fiola, Interim Case Management Director	Karen Friedrich, Director, Case Management
E-mail: **FiolaS@natividad.com**	E-mail: FriedrichK@natividad.com

General Terms

1. **Term.** The initial term of this Solution Order begins on July 1, 2019, and ends on June 30, 2024 (the "Initial Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

3. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

4. **Termination of Prior Agreements.** The parties acknowledge and agree that on July 1, 2019 this Solution Order effectively terminates and replaces the following agreements by and between Customer and CHC, including all amendments and attachments thereto (collectively, the "Terminated Agreements"):

    a) Order Form No. 20559, dated as of May 15, 2014; and
    b) Order Form No. 25461, dated January 14, 2015.

    All rights and obligations of each party under the Terminated Agreements shall be superseded by such party's respective rights and obligations described in the MRA and this Solution Order. Each party represents that it has the requisite authority to effectuate termination of the Terminated Agreements.

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION TABLE**

Solution Name	Solution Type	Solution Rider	Third Party Solution
InterQual® Acute Adult Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Pediatric Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Rehabilitation Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Adult and Geriatric Psychiatry Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Behavioral Health Procedures Criteria	Clinical Content	Exhibit 2	
InterQual® Retrospective Monitoring Criteria	Clinical Content	Exhibit 2	
InterQual® Learning Basics	Subscription Services	N/A	
InterQual® Interrater Reliability Standard Tests	Subscription Services	Exhibit 2	
InterQual® Review Manager (Non-Production)	Subscription Services	Exhibit 2	
InterQual® Review Manager (SQL)	Subscription Services	Exhibit 2	
InterQual® View (Included)	Software - Term	N/A	
InterQual® View (SQL)	Software - Term	N/A	
AMA CPT Codes IQ	Clinical Content	N/A	X
Oracle JRE	Clinical Content	N/A	X
Oracle OJDBC6 (v11) Driver	Clinical Content	N/A	X
Orion – Symphonia HL7 Interface Enabler	Clinical Content	N/A	X
SAP – Business Objects Crystal Reports – 2008 Runtime	Clinical Content	N/A	X

2. **USAGE METRICS:**

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

2.2 The number of Beds set forth in this Sales Order are not subject to decrease.

3. **PAYMENT SCHEDULE:**

3.1. **Software – Term and Subscription Services:** License fees due annually as set forth below.

$29,735.45*	due on July 1, 2019	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2020	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2021	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2022	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2023	Such Fee includes a 15% discount.

*Plus additional taxes.

[FACILITY LISTED ON FOLLOWING PAGE]

4. **FACILITY:**

Facility
The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr
1441 Constitution Boulevard
Salinas, CA 93906

Attn: Karen Friedrich, Director, Case Management
Tel: +1 (831) 772-7497
E-Mail: FriedrichK@natividad.com

	Size / Type	Users	No. of Copies
InterQual® Clinical Content			
InterQual® Acute Adult Criteria	123 / Beds	0	
InterQual® Acute Pediatric Criteria	123 / Beds	0	
InterQual® Acute Rehabilitation Criteria	10 / Beds	0	
InterQual® Adult and Geriatric Psychiatry Criteria	22 / Beds	0	
InterQual® Behavioral Health Procedures Criteria	123 / Beds	0	
InterQual® Retrospective Monitoring Criteria	123 / Beds	0	
Software			
InterQual Learning Basics	123 / Beds	0	
InterQual® Interrater Reliability Standard Tests	123 / Beds	0	
InterQual® Review Manager (Non-Production)	123 / Beds	0	
InterQual® Review Manager (SQL)	123 / Beds	0	
InterQual® View (Included)	123 / Beds	0	
InterQual® View (SQL)	123 / Beds	0	
3rd Party			
AMA CPT Codes IQ	123 / Beds	0	
Oracle - JRE	123 / Beds	0	
Oracle OJDBC6 (v11) Driver	123 / Beds	0	
Orion - Symphonia HL7 Interface Enabler	123 / Beds	0	
SAP - Business Objects Crystal Reports – 2008 Runtime	123 / Beds	0	

Exhibit 2

Solution Rider

Decision Support

This Decision Support Solution Rider is a part of, and incorporated into, the Solution Order to which it is attached and contains terms and conditions that are applicable to certain InterQual Products as identified in the Solution Order.

1. CLINICAL CONTENT

1.1 "Clinical Content" means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Solution Order together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.

1.2 Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software or purchased Subscription Services. Customer's license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software or Subscription Services.

1.3 Copying of Clinical Content.

a. Definitions. In this section:

"Member", "Insured", "Participant" and "Beneficiary" are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

"Provider" means a health care professional or facility and a Provider may be referred to as participating, non-participating, contracted, non- contracted or out-of-network to identify whether the Provider has a contractual relationship with an insurance carrier.

b. Permitted Ad-Hoc Disclosures. Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

(i) to a Member included as one of Customer's Covered Lives under Solution Rider when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for the Member;

(ii) to a Member for the sole purpose of satisfying Customer's contractual obligations to report review results;

(iii) to a participating or out-of-network Provider of health care services subject to Customer's medical necessity review and for use in case specific discussions;

(iv) 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

(v) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure;

(vi) pursuant to a judicial order or subpoena (copy to be furnished to CHC by at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, than as soon as possible prior to disclosure.

c. If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and confidential information.

d. Customer's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets and confidential information.

e. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and Customer will maintain and furnish the disclosure/distribution to CHC upon request.

f. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

CHC'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. In addition, 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. INTERQUAL INTERRATER RELIABILITY LICENSE RESTRICTION

2.1 Customer may not use the InterQual Interrater Reliability Suite to prepare tests unrelated to the Clinical Content.

3. PERMITTED PRODUCT INTEGRATIONS

3.1 Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION SOFTWARE AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MRA OR THIS SOLUTION ORDER.

To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

CHANGE HEALTHCARE

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center
Customer No: 1080530
Solution Order No. RH-282740
MRA Contract No.: MA_201910027122
June 27, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: _____

Name: Kevin Shields

Title: VP Sales and Account Mangmt

Date: 6/27/19

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

By: _____

Name: Gary Cray

Title: CEO

Date: 7/3/19

CHC Notice Address:

5995 Windward Parkway
Alpharetta, GA 30005
Attn: General Counsel

Customer Notice Address:

1441 Constitution Boulevard
Salinas, CA 93906

AB
ABreceton
Dep Co Co
7.15.19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey
7-15-19

General Terms

1. **Term**. The initial term of this Solution Order begins on July 1, 2019, and ends on June 30, 2024 (the "Initial Term"). Following the Initial Term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

3. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

4. This Solution Order is null and void and corresponding offer is no longer valid unless the Amendment No. P201910027576 is signed by the Customer prior to or contemporaneously with this Solution Order.

EXHIBIT 1

SOLUTIONS AND PRICING

[SEE FOLLOWING PAGES]

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center
Customer Number: 1080530
Opportunity Number: RH-282740

1. FEES SUMMARY

	Initial Term	Recurring Services Fees	One-Time Services Fees	Estimated Fees
Subscription Services	5	$201,112.37	N/A	N/A
GRAND TOTAL:		$201,112.37	N/A	N/A

The pricing in this Exhibit will expire unless Change Healthcare receives this agreement signed by Customer on or before **July 31, 2019**.

2. PAYMENT SCHEDULE

Subscription Services (Recurring Services Fees):	Subscription: Fees for each module are due monthly commencing on the SO Effective Date.

3. QUOTE DETAIL

Subscription Services

Product No.	Description of Services	Term Years	Qty	List One-Time Services Fees	Net One-Time Services Fees	List Annual Recurring Fees	Net Annual Recurring Fees
Change Healthcare							
73023292	Clinical Exchange Data Repository Based on OE = $175M – $200M	5	Enterprise			$114,409.00	$45,339.11
73023293	Repository Data: Health Summaries Based on OE = $175M – $200M	5	Enterprise			$66,239.00	$29,254.44
73018880	Clinical Exchange Notify Based on OE = $175M – $200M	5	Enterprise			$20,265.00	$8,393.82
73023302	Clinical Exchange Results Distribution: All Results Based on OE = $175M – $200M	5	Enterprise			$162,000.00	$118,125.00
Subscription Services Total						**$362,913.00**	**$201,112.37**

ITEMIZED SUMMARY	Total List One-Time Services Fees	Total Net One-Time Services Fees	Est./T&M List Fee	Est./T&M Net Fee	Total List Annual Recurring Fees	Total Net Annual Recurring Fees
Subscription Services					**$362,913.00**	**$201,112.37**

CONTRACT SUMMARY	
Grand Total Year One	$201,112.37
Grand Total Year Two	$201,112.37
Grand Total Year Three	$201,112.37
Grand Total Year Four	$201,112.37
Grand Total Year Five	$201,112.37
TOTAL CONTRACT VALUE	**$1,005,561.85**

Assumptions:

Change Healthcare Services are provided through a web-based patient-physician and physician-physician communication platform.

Change Healthcare will be responsible for operating and maintaining Change Healthcare Services and the Change Healthcare Site.

Change Healthcare Services are hosted on servers owned or maintained by or for Change Healthcare at a Change Healthcare or Change Healthcare approved site.

Customer and Customer Users solely are responsible for all servers and other hardware, software, and services needed to connect to the Change Healthcare Site and make use of Change Healthcare Services.

Customer, at its own cost and expense, will provide Change Healthcare with the pre-load data requirements for Customer and all Customer Users.

Any additional functionality to Change Healthcare Services is not included in the pricing of this service and Customer will need to contract for separately.

Pricing is reflective of a 5-year term.

4. FACILITIES

Customer No.	Facility	Full Address
1080530	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	168 W ALISAL ST SALINAS, CA 93901-2439

5. ADMINISTRATION

Sold To:	Bill To:
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Telephone: Fax:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Heidi Dormody/ Accounts Payable Department Telephone: (831) 772-7660 Email: accountspayableemail@natividad.com
Paid By:	**Ship To:**
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Rod Ramirez/ Accounts Payable Department Telephone: (831) 772-7660 Email: accountspayableemail@natividad.com	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Tim Fitzgerald Telephone: 831-783-2716 Email: fitzgeraldt@natividad.com

CHANGE
HEALTHCARE

The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center
Customer No: 1080530
Amendment No: P201910027576
June 27, 2019

Amendment

This Amendment ("Amendment") to the contracts listed in in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of July 1, 2019 ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
RH-80568	February 11, 2014
RSA146015953	February 11, 2014

Purpose

CHC and Customer would like to terminate the Agreement and renew the Customer's subscription to the services sold under the Agreement on a new solution order.

The parties agree to the following terms.

Terms

1. As of the Amendment Effective Date, both parties' rights and obligations under the Agreement are terminated as of the end of the current term of the Agreement on June 30, 2019 ("Termination Date"). Customer will stop using any Services purchased or licensed under the Agreement on the Termination Date.

2. This Amendment is null and void and corresponding offer is no longer valid unless the Solution Order No. RH-282740 is signed by the Customer contemporaneously with or after this Amendment.

3. Each party releases and forever discharges the other party, its affiliates, officers, directors, agents, successors, and assigns from any claims, actions, causes of action, demands, suits, or damages of any type related to the subject matter of this Amendment resulting from events occurring on or before the Amendment Effective Date.

4. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.

5. This Amendment is the result of compromise, is entered in good faith, and is not an admission of liability or responsibility. The terms of this Amendment are confidential and will not be disclosed by either party except as required by law.

6. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

Change Healthcare Technologies, LLC

By: _____

Name: KEVIN SHIELDS

Title: VP Sales + Account Management

Date: 6/27/19

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

By: _____

Name: Gary Cory

Title: CEO

Date: 7/23/19

AB
AB recctm
Dep Co Co
7.15.19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19