

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

219



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
March 28, 2011

SUBJECT: Professional Services Agreement between Riverside County Regional Medical Center and McKesson Technologies, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and execute the Agreement with McKesson Technologies, Inc., for the initial start up phase in the amount of \$1,210,915.00 for a period of one year; and
- 2) Authorize the Purchasing Agent to renew the agreement for up to four (4) additional one-year periods; and
- 3) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to approve annual software maintenance renewals not to exceed \$181,166.00 annually, based on the availability of funding, and to approve amendments that do not change the substantive terms of the agreement and cost increases that do not exceed annual CPI rates.

(cont. on Page 2)

Ellie Bennett For Doug Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,210,915.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 12, 2011
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD | District: 5 | Agenda Number: 3.19

FORM APPROVED COUNTY COUNSEL DATE
 BY: NEAL R. KIPINS
 Departmental Concurrence
 PURCHASING & FLEET SERVICES: Robert Howdy, Director
 Policy Consent Policy Consent
 Dept's Recomm.: Per Exec. Ofc.:

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BACKGROUND:

Riverside County Regional Medical Center (RCRMC) has an existing operating room (OR) information system, ORSOS. However, the current system has aged and requires new sophisticated equipment to sustain current technological systems inclusive of an OR Information System and Anesthesia System in a Siemens Ancillaries and Soarian Clinicals/Financials environment.

On behalf of RCRMC, County Purchasing released a Request for Proposal (RFP #MCARC129), to secure operating room and anesthesia systems services for the hospital. Solicitations were sent to six prospective vendors specializing in these services and advertised on the County's Internet/Website. Five proposals were received, pre-screened by County Purchasing and evaluated by staff at RCRMC.

The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, their experience with other comparable size hospital facilities, the ability to perform the services and the overall cost to the County. The scores ranged from 25.23 to 47.34. McKesson Technologies, Inc., received the highest score of 47.34. In addition, RCRMC conducted a walk-through at a local hospital (Eisenhower Medical Center) and found they use McKesson Technologies, Inc., for their OR system and received positive feedback regarding the vendor and their OR system.

McKesson Technologies, Inc., has been providing healthcare information systems since its inception in 1974 and they are ranked 15th on the Fortune 500. McKesson Technologies, Inc. delivers vital medicines, medical supplies and health information technology solutions that touch the lives of patients in every healthcare setting. The depth and breadth of the company's product and service offers, coupled with the largest customer base in the healthcare industry, uniquely position McKesson Technologies, Inc., to meet the needs of its customers.

The attached HIPAA Business Associate Agreement through negotiations with the involvement of County Counsel, Risk Management and Executive Office, supplements, and is made part of the agreement.

PRICE REASONABLENESS:

As a result of RFP MCARC129, the bids ranged from \$1,210,915.00 to \$1,579,880.00. McKesson was identified as the lowest and most responsive/responsible contractor, with the bid of \$1,210,915.00 for these services based on the competitive bids received.

FINANCIAL IMPACT:

Funding is provided by Hospital Enterprise fund and does not require any County funds.

ATTACHMENT:

Agreement between Riverside County Regional Medical Center and Technologies, Inc.

MCKESSON MASTER AGREEMENT

MCKESSON MASTER AGREEMENT ("MA") effective _____, 2011 (the "Effective Date"), between McKesson Technologies Inc., on behalf of itself and the McKesson Affiliates ("McKesson"), and the customer identified below ("Customer"), consisting of the MA Terms and Conditions and all Exhibits, Product Schedules, and Order Forms. This MA governs all Products and Services described on a Product Schedule that are licensed or purchased by Customer from McKesson in the U.S. during the Term.

The term of this MA ("Term") commences on the Effective Date and continues until termination or expiration of each Order Form executed hereunder, unless earlier terminated as set forth herein.

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

This MA is executed by an authorized representative of each party.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

MCKESSON TECHNOLOGIES INC.

By: *Bob Buster*
Name: **BOB BUSTER**
Title: **CHAIRMAN, BOARD OF SUPERVISORS**
Date: **APR 12 2011**

By: *Stephanie Hale*
Name: *Stephanie Hale*
Title: *Senior Executive*
Date: *3/28/2011*

Customer PO. No. _____
Customer Address:
26520 Cactus Avenue
Moreno Valley, CA 92555

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

ATTEST:
KECIA HARPER-IHEM, Clerk
By *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: *3/17/11*
NEAL R. KIPNIS

	MTI	MAI	MHS
Customer Number	1043635	(_____)	(_____)
Contract Number	MA1010927	(_____)	(_____)

MA TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

1.1 Defined Terms. Capitalized terms in this MA or an Order Form have the meanings set forth below, in Exhibit A, or in the Product Schedules.

SECTION 2: ORDERING PROCESS

2.1 Order Forms. Order Forms will be used to process Customer's license and purchase of Products and Services. The Order Form incorporates the terms and conditions of the applicable Product Schedule. Order Forms may be executed by McKesson Technologies Inc. or any of the McKesson Affiliates.

SECTION 3: PRODUCTS AND SERVICES

3.1 Software and Clinical Content.

3.1.1 License Grant.

(a) Perpetual License. Subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, nonexclusive, nontransferable, non-sublicensable, perpetual license to use the Software and Clinical Content identified on an Order Form as "**Perpetual**" for Customer's internal purposes. Unless otherwise set forth in an Order Form, all licenses to use McKesson Software are Perpetual.

(b) Term License. For any Software or Clinical Content identified on an Order Form as "term" or as a "term license" (or for any Clinical Content provided pursuant to Product Schedule 5, if any), subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, nonexclusive, nontransferable, non-sublicensable, license to use such Software or Clinical Content for Customer's internal purposes for the license term specified in the Order Form ("**Term License**"). Unless otherwise set forth in the Order Form, the license fee payable during any renewal period will be the Prevailing Rate.

(c) The license grants in Sections 3.1.1(a) and 3.1.1(b) are expressly subject to the following conditions: (i) the Software may be installed only on equipment located at the Facility(ies) or Data Center(s) or on Portable Device(s), (ii) the Software and Clinical Content may be accessed or used only by Permitted Users in the U.S., (iii) use of the Software and Clinical Content may be limited by Facility(ies), Data Center(s) or by any usage-based variable(s) specified in an Order Form, (iv) the Software and Clinical Content may be used to provide service bureau or other similar services only if expressly permitted in an Order Form, and (v) the Third Party Software is subject to any additional terms set forth in an Order Form. Customer may copy the Software and Clinical Content as reasonably necessary to exercise its license rights under this Section 3.1, including a reasonable number of copies for testing and backup purposes.

3.1.2 ASP Software License. For any Software identified on an Order Form as "ASP Software", subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable license to use the object code version of the ASP Software in accordance with the Documentation for the ASP Term and any Renewal ASP Term (as defined below) solely for the benefit of Permitted Users. Subject to the terms of this MA, McKesson grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable, term license to install, operate and use the object code version of the Site Software, if any, solely in order to enable Customer to receive and use the ASP Services, on Customer's equipment that meets the minimum requirements identified by McKesson. The initial term (and any renewal term) of the ASP Services will be for the number of years set forth in the Order Form (the "**Initial ASP Term**"). Following the expiration of the Initial ASP Term, subject to Customer's continued payment of applicable fees, McKesson will continue to provide Customer with ASP Services for successive, automatically renewable one year periods (each a "**Renewal ASP Term**"), unless either party provides the other party with written

notice of termination no less than six months prior to the end of the Initial ASP Term or a Renewal ASP Term.

3.1.3 Software Warranties.

(a) Warranty. McKesson warrants that (i) McKesson Software will perform in all material respects in accordance with the functional specifications set forth in the Documentation, (ii) the McKesson Software will operate together with the versions of the applicable Third Party Software specified in the Order Form, and such operation will include the integration features described in the Documentation, and (iii) McKesson has the authority to license or sublicense the Software and sell the Equipment identified in an Order Form. These warranties will not apply (1) if Customer operates the Software on equipment other than Equipment or Third Party Equipment that McKesson certifies, (2) if anyone other than McKesson or its authorized third party supplier modifies the Software, (3) if Customer uses a version of the Software other than one of the two most current releases, or (4) during any period of time, Customer has discontinued Maintenance Services or is past due on any undisputed license, Maintenance Services or Implementation Services fees.

(b) Testing. Customer may test the Software or System to ensure that it performs in all material respects in accordance with the functional specifications set forth in the Documentation. Such testing will begin on the Software or System delivery date and end 30 days after the Software Installation Date or System Installation Date, as applicable (the "**Testing Period**"), unless, prior to the expiration of the Testing Period, Customer provides McKesson with a reasonably detailed written report identifying a material and reproducible nonconformity of the Software or System with its functional specifications as set forth in the Documentation. In such event, the Testing Period will continue until McKesson corrects all such nonconformities identified in the error report to the extent necessary for the Software or System to perform in all material respects in accordance with the functional specifications set forth in the Documentation.

(c) No Viruses. McKesson warrants that the Software, as delivered, does not include any viruses or malicious code.

(d) Third Party Software. Third Party Software is subject to, and Customer agrees to be bound by, the Third Party Terms. Third Party Software is licensed for use only in connection with the related McKesson Software. McKesson may substitute different Software for any Third Party Software licensed to Customer, if McKesson reasonably demonstrates the need to do so.

3.1.4 Software License Restrictions.

(a) Copying and Modification. Customer will not copy or modify the Software except as expressly permitted in this MA. Customer will not alter any trademark, copyright notice, or other proprietary notice on the Software or Documentation, and will duplicate each such trademark or notice on each copy of the Software and Documentation.

(b) Facility Limitation. The Software will be installed only at the Facility(ies) or Data Center(s), except that the Software may be installed on a temporary basis at an alternate location in the U.S. if Customer is unable to use the Software at such Facility(ies) or Data Center(s) due to equipment malfunction or Force Majeure Event. Customer will promptly notify McKesson of the alternate location if such temporary use continues for longer than 30 days.

3.1.5 Government Customer Rights. If this MA is performed under a federal government contract, then McKesson intends that any Products or Services provided under this MA constitute "commercial item(s)" as defined in Federal Acquisition Regulation ("**FAR**") 2.101, including any Software, Clinical Content, Site Software, Third Party Software, Documentation or technical data. Additionally, all Software, Site Software, Third Party Software, Documentation, or technical data provided by McKesson under this MA will be considered related to such "commercial item(s)". If Customer seeks rights in Software, Site Software, Third Party Software, Documentation, or technical data provided by McKesson

under this MA, then McKesson grants only those rights established under any FAR or FAR Supplement clauses which are flowed down to McKesson under this MA consistent with the delivery of "commercial item(s)." If Customer contends that any Software, Site Software, Third Party Software, Documentation, or technical data provided under this MA does not constitute "commercial item(s)" as defined in FAR 2.101, then Customer promptly will notify McKesson of the same, and identify what rights Customer contends exist in such Software, Site Software, Third Party Software, Documentation, or technical data. No rights in any such Software, Site Software, Third Party Software, Documentation, or technical data will attach other than rights related to "commercial item(s)" unless Customer provides such notice to McKesson, and McKesson expressly agrees in writing that such rights are granted under this MA.

3.2 Services.

3.2.1 Maintenance Services. Subject to payment of Maintenance Services fees (as set forth in an Order Form), McKesson will provide Maintenance Services to Customer in accordance with the McKesson Support Manual.

(a) Software Maintenance Services. Unless otherwise set forth in the respective Product Schedule or Order Form, the initial term for Software Maintenance Services (the "**Initial SWM Term**") begins on the applicable Order Form Effective Date and continues (i) for Perpetual Software licenses, for five years, and (ii) for Term Software licenses, for the initial term as set forth in the Order Form. For Perpetual Software licenses, the Initial SWM Term will automatically renew for successive one year periods, unless either party provides the other with written notice of termination of Software Maintenance Services no less than six months prior to the end of the then-current term. McKesson will invoice Customer for Software Maintenance Services annually in advance for each 12-month period. Termination is effective as of the next annual payment due date, and no refund or credit will apply in the event of early termination of Software Maintenance Services. Annual Software Maintenance Services fees will be prorated on a 365-day calendar year.

(b) Equipment Maintenance Services. The initial term for Equipment Maintenance Services and any renewal option will be set forth in the Order Form.

3.2.2 Implementation Services. Implementation Services, if any, will be identified on the applicable Order Form. If Customer does not purchase Implementation Services for the Products, Services and Facilities identified in an Order Form, then McKesson will have no obligation to implement such Products or Services at such Facility(ies) or Data Center(s). McKesson will not grant any credits, refunds, or rights of exchange for Software, Services, or Equipment related to any Products or Services that are not implemented. Customer will pay for all Additional Services fee(s) set forth on McKesson's invoices.

3.2.3 Professional Services. Any Professional Services to be provided by McKesson will be described on statements of work attached to an Order Form. Nothing will preclude or limit McKesson from providing Professional Services or developing software or materials for itself or other customers, irrespective of the possible similarity of screen formats, structure, organization and sequence to materials which may be delivered to Customer.

3.2.4 Subscription Services. Subject to the terms of this MA, McKesson will provide Subscription Services to Customer. The duration of the initial term, any renewal options, and other terms and conditions governing use of the Subscription Services will be as set forth in the applicable Product Schedule and Order Form.

3.2.5 Scope Change. All changes in the scope of Services will be made in accordance with the Change Control Process. The "**Change Control Process**" is as follows: Either McKesson or Customer may prepare a written proposal for change(s) to the scope of any Services. If the parties mutually agree to such proposal, then the parties will execute a written amendment to the Order Form documenting such change(s). If the parties do not agree to such proposal, or the parties otherwise fail to execute the amendment, then such change(s) will not take effect.

3.2.6 Services Warranty. McKesson warrants that all Services will be performed in a professional manner consistent with industry standards by trained and skilled personnel.

3.2.7 Excluded Provider Warranty. McKesson warrants that neither it nor any of its employees assigned to perform material Services under this MA 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. McKesson will notify Customer if McKesson becomes aware that it or any of its employees assigned to perform material Services under this MA have been excluded or is otherwise ineligible for participation in a federal health care program.

3.2.8 Suspension of Services. McKesson reserves the right to suspend provision of any Services (a) 10 days after notice to Customer of nonpayment of undisputed sums owed to McKesson that are 30 days or more past due, where such breach remains uncured, or (b) if such suspension is necessary to comply with any applicable law or order of any governmental authority.

3.2.9 Customer Responsibilities. McKesson's provision of Services is dependent on Customer fully performing any Customer responsibilities identified in any Product Schedule or Order Form to this MA, including but not limited to, providing mutually agreed-upon access to servers for McKesson via the McKesson CareBridge™ Secure Extranet or other McKesson-supported options.

3.3 Equipment.

3.3.1 Purchase and Sale of Equipment. Subject to the terms of this MA, McKesson agrees to sell to Customer, and Customer agrees to purchase from McKesson, the Equipment specified on an Order Form.

3.3.2 Equipment Delivery and Installation. Title and all risk of loss or damage to Equipment (excluding Third Party Software) will pass to Customer upon shipment to Customer. McKesson may make partial shipments of Equipment, to be separately invoiced and paid for when due. Delay in delivery of any installment will not relieve Customer of its obligation to accept any subsequent installments. McKesson may substitute Equipment (based on availability at time of purchase) with manufacturer recommended replacements that are of equal or better performance. Any resulting price change will be reflected in Customer's invoice. Customer acknowledges that Software releases listed on Equipment configurations in an Order Form are for Equipment configuration purposes only and may represent future versions of the Software that Customer may receive, if and when available, as part of Software Maintenance Services.

3.3.3 Equipment Warranties. McKesson warrants that the Equipment, when installed, will conform in all material respects to its published functional specifications and will be in good working order.

3.3.4 Site Preparation. Customer agrees to prepare the Facility(ies) or Data Center(s), at Customer's sole expense, for installation of the Equipment (including any required cabling) and Software in accordance with the applicable McKesson Site Preparation Guide, and Customer will provide all assistance reasonably required by McKesson to install and configure the Equipment and Software.

3.4 Customer Information. McKesson will configure the Products and provide the Implementation Services according to the information provided by Customer so that the Products included in the Order Form are sufficient for such included Software and Systems to perform in all material respects in accordance with the functional specifications set forth in the Documentation. If the information provided by Customer is incorrect, then Customer may need to purchase additional Products and Implementation Services to achieve full Software or System functionality.

3.5 Use of Products and Services. Customer will use all Products and Services in accordance with the Documentation and in compliance with applicable laws, ordinances, rules and regulations. This MA is subject to governmental laws, orders, and other restrictions regarding the export, import, re-export, or use ("**Control Laws**") of the Products and Documentation, including technical data and related information ("**Regulated Materials**"). Customer agrees to comply with all Control Laws pertaining to the Regulated

Materials in effect in, or which may be imposed from time to time by, the U.S. or any country into which any Regulated Materials are shipped, transferred, or released. Customer may permit use of the Products or Services by any outsourcing or facility management service provider only with McKesson's prior written consent.

3.6 Disclaimer: Exclusive Remedy. THE WARRANTIES IN THIS MA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. MCKESSON DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR MCKESSON'S BREACH OF ANY WARRANTY WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY MCKESSON OF THE NONCONFORMING PRODUCT OR SERVICE. IF MCKESSON FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY THAT IS OTHERWISE PERMITTED UNDER THIS MA.

SECTION 4: PAYMENT

4.1 Invoicing Terms. Customer will pay all fees and other charges in U.S. dollars within 35 days after invoice date. Invoices may be issued by McKesson Technologies Inc. or any of the McKesson Affiliates.

4.2 Expenses. Prices do not include packing, delivery, and insurance charges, or fees charged by third parties with respect to Processing Services, which will be separately invoiced and paid by Customer. Customer will reimburse McKesson for all other reasonable out-of-pocket expenses incurred in the course of providing Services, including travel and living expenses.

4.3 Taxes. All amounts payable under this MA are exclusive of sales, use, value-added, withholding, and other taxes and duties (except for taxes payable on McKesson's net income). Customer will promptly pay, and indemnify McKesson against, all such taxes and duties, unless Customer provides McKesson satisfactory evidence of an applicable tax exemption prior to the Order Form Effective Date.

4.4 Late Payments. McKesson may charge Customer interest on any undisputed overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Customer will reimburse McKesson for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any undisputed overdue amounts. If Customer does not pay undisputed fees, charges, or expenses when due, then McKesson may require reasonable advance payments as a condition to providing Products and Services.

4.5 Audit. Upon reasonable advance notice and no more than twice per year, McKesson may conduct an audit to ensure that Customer is in compliance with this MA. Such audit will be conducted during regular business hours, and Customer will provide McKesson with reasonable access to all relevant equipment and records. If an audit reveals that Customer's use of any Product or Service during the period being audited exceeds the number of Facility(ies), Data Center(s) transactions, portable devices, or other usage-based variable(s) described in the Order Form, then McKesson may invoice Customer for all such excess use based on McKesson's Prevailing Rate(s) in effect at the time the audit is completed, and Customer will pay any such invoice. If such excess use exceeds five percent of the licensed use, then Customer will also pay McKesson's reasonable costs of conducting the audit.

4.6 Price Increases. McKesson may increase its fees for Maintenance Services, Technology Services, Processing Services, Subscription Services, any Term license fees and RCO Services once every 12 months upon 60 days written notice to Customer. The amount of such increase will not exceed the lower of the annual percentage increase in the Employment Cost Index or five percent; provided, however, that the amount of any such increase related to Product Schedule 3 (Automation Solutions) shall not exceed five percent. Price increases are effective as of the next annual, quarterly or monthly payment due date.

SECTION 5: GENERAL TERMS

5.1 Confidentiality and Proprietary Rights.

5.1.1 Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this MA, 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 no less restrictive than those contained in this Section 5.1, or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this MA. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this MA, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

5.1.2 Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 5.1 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this MA and for three years following the termination of this MA.

5.1.3 Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 5.1 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 5.1.3 will limit any other remedy available to either party.

5.1.4 Retained Rights. Customer's rights in the Products and Services will be limited to those expressly granted in this MA. McKesson and its suppliers reserve all intellectual property rights not expressly granted to Customer. All changes, modifications, improvements or new modules made or developed with regard to the Products or Services, whether or not (a) made or developed at Customer's request, (b) made or developed in cooperation with Customer, or (c) made or developed by Customer, will be solely owned by McKesson or its suppliers. Customer acknowledges that the Products contain trade secrets of McKesson, and Customer agrees not to take any step to derive a source code equivalent of the Software (e.g., disassemble, decompile, or reverse engineer the Software) or to permit any third party to do so. McKesson retains title to all material, originated or prepared for the Customer under this MA. Customer is granted a license to use such materials in accordance with this MA.

5.2 Intellectual Property Infringement.

5.2.1 Duty to Defend. McKesson will defend, indemnify, and hold Customer harmless from any action or other proceeding brought against Customer to the extent that it is based on a claim that (a) the use of any McKesson Software or Automation Product (other than Third Party Software) delivered under this MA infringes any U.S. copyright or U.S. patent or (b) the McKesson Software or Automation Product (other than Third Party Software) incorporates any misappropriated trade secrets. McKesson will pay costs and damages finally awarded against Customer as a result thereof; provided, that Customer (i) notifies McKesson of the claim within ten business days, (ii) provides McKesson with all reasonably requested cooperation, information and assistance, and (iii) gives McKesson sole authority to defend and settle the claim.

5.2.2 Exclusions. McKesson will have no obligations under Section 5.2.1 with respect to claims arising from: (a) McKesson Software or Automation Product modifications that were not performed by McKesson or authorized by McKesson in writing, (b) custom interfaces, file conversions, or other programming for which McKesson does not exclusively develop the specifications or instructions, (c) use

of any McKesson Software or Automation Product in combination with products or services not provided by McKesson, if use of the McKesson Software or Automation Product alone would not result in liability under Section 5.2.1, or (d) any use of the McKesson Software or Automation Product not authorized by this MA or the Documentation.

5.2.3 Infringement Remedies. If a claim of infringement or misappropriation for which Customer is entitled to be indemnified under Section 5.2.1 arises, then McKesson may, at its sole option and expense: (a) obtain for Customer the right to continue using such McKesson Software or Automation Product, (b) replace or modify such McKesson Software or Automation Product to avoid such a claim, provided that the replaced or modified McKesson Software or Automation Product is substantially equivalent in function to the affected McKesson Software or Automation Product, or (c) take possession of the affected McKesson Software or Automation Product and terminate Customer's rights and McKesson's obligations under this MA with respect to such McKesson Software or Automation Product. Upon any such termination, McKesson will refund to Customer a prorated portion of the fees paid for that McKesson Software or Automation Product based upon a period of depreciation equal to the Initial SWM Term or initial Term license period, as applicable, with depreciation deemed to have commenced on the corresponding Software Installation Date, if any, or the corresponding date of delivery.

5.2.4 Exclusive Remedy. THE FOREGOING ARE MCKESSON'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

5.3 Limitation of Liability.

5.3.1 Total Damages. MCKESSON'S TOTAL CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA WILL BE LIMITED TO (A) WITH RESPECT TO ANY PRODUCT, THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO MCKESSON UNDER THE APPLICABLE ORDER FORM FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR (B) WITH RESPECT TO ANY SERVICE, THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO MCKESSON UNDER THE APPLICABLE ORDER FORM FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, AS APPLICABLE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE.

5.3.2 Exclusion of Damages. IN NO EVENT WILL MCKESSON BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.3.3 Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS MA.

5.4 Professional Responsibility and Clinical Content Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY MCKESSON HEREUNDER (WHETHER SEPARATELY OR INCLUDED WITHIN A PRODUCT) IS AN INFORMATION MANAGEMENT AND DIAGNOSTIC TOOL ONLY AND THAT ITS USE CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF TRAINED INDIVIDUALS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT MCKESSON HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CUSTOMER AND MCKESSON, CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CUSTOMER DATA AS INPUT INTO THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT MCKESSON: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE CUSTOMER'S USE OF THE CLINICAL CONTENT, AND (B) HAS NO KNOWLEDGE OF THE SPECIFIC

OR UNIQUE CIRCUMSTANCES UNDER WHICH THE CLINICAL CONTENT PROVIDED MAY BE USED BY THE CUSTOMER. THE PARTIES AGREE THAT MCKESSON DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, AND THAT CUSTOMER'S USE OF THE PRODUCTS DOES NOT ABSOLVE THE CUSTOMER OF ITS OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES. MCKESSON MAKES NO WARRANTY AS TO THE NATURE OR QUALITY OF THE CONTENT OF RESULTS, MESSAGES OR INFORMATION SENT BY CUSTOMER, OR ANY THIRD PARTY USERS OF THE SUBSCRIPTION SERVICES.

5.5 Internet Disclaimer. CERTAIN PRODUCTS AND SERVICES PROVIDED BY MCKESSON UTILIZE THE INTERNET. MCKESSON DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. MCKESSON DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM MCKESSON'S OR CUSTOMER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, MCKESSON DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE ABOVE EVENTS.

5.6 Termination.

5.6.1 Termination. A party may terminate the MA or any Order Form issued under the MA immediately upon notice to the other party if the other party: (a) materially breaches the MA or such Order Form and either (i) fails to commence reasonable efforts to remedy such breach within 60 days after receiving notice of the breach from the terminating party or (ii) fails to remedy that breach within 120 days after receiving notice of the breach from the terminating party; (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches the MA or such Order Form in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. Termination of the MA or any Order Form will not affect the parties' rights and obligations under any other Order Forms executed by the parties prior to such termination or expiration, and all such other Order Forms will remain in full force and effect unless and until terminated in accordance with these terms.

5.6.2 Orderly Transition. Except in the event of termination relating to Customer's material breach or infringement of McKesson's intellectual property rights, for a period of up to six months following termination or expiration of an Order Form: (a) each Product license will continue, together with Customer's obligation to pay fees, (b) McKesson will cooperate with Customer in an orderly transition, and (c) Customer will pay McKesson fees for any Services that McKesson performs for Customer during such period at the Prevailing Rate(s). Except as expressly set forth in this Section, McKesson is relieved of its obligation to provide Services to Customer immediately upon termination or expiration of an Order Form.

5.6.3 Obligations upon Termination or Expiration. At the end of any transition period under Section 5.6.2, or the termination or expiration of this MA or an Order Form if no transition period applies, Customer will promptly (a) cease using all Software and Clinical Content, (b) purge all Software and Clinical Content from all computer systems (including servers and personal computers), (c) return to McKesson or destroy all copies (including partial copies) of the Software and Clinical Content, and (d) deliver to McKesson written certification of an officer of Customer that Customer has complied with its obligations in this Section 5.6.3.

5.6.4 Survival of Provisions. Those provisions of this MA that, by their nature, are intended to survive termination or expiration of this MA will remain in full force and effect, including, without limitation, the following Sections of this MA: 4 (Payment), 5.1 (Confidentiality and Proprietary Rights), 5.2

(Intellectual Property Infringement), 5.3 (Limitation of Liability), 5.6.2 (Orderly Transition), 5.6.3 (Obligations upon Termination), 5.6.4 (Survival of Provisions), 5.7 (Books and Records), 5.9 (Discount Reporting) and 5.11 - 5.24 (Governing Law – Entire Agreement).

5.7 Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(l)(i)(ii), for a period of four years after the Services are furnished, the parties agree to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this MA and such books, documents, and records as may be necessary to verify the nature and extent of the Services with a value or cost of \$10,000 or more over a twelve month period.

5.8 Business Associate. The parties agree to the obligations set forth on Exhibit B.

5.9 Discount Reporting. The transaction covered by an Order Form may involve a discount, rebate or other price reduction on the items covered by the Order Form. Customer may have an obligation to report such price reduction or the net cost in its cost reports or in another appropriate manner in order to meet the requirements of applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(g) and (h). Customer will be responsible for reporting, disclosing, and maintaining appropriate records with respect to such price reduction or net cost and making those records available under Medicare, Medicaid, or other applicable government health care programs.

5.10 Disposition of Existing Agreements. Any and all existing agreements between Customer and McKesson (“**Existing Agreements**”) will continue in full force and effect in accordance with their terms. The Existing Agreements will not apply to any Products or Services acquired by Customer on or after the Effective Date, all of which will be governed by this MA, except as otherwise agreed by the parties.

5.11 Governing Law. This MA is governed by and will be construed in accordance with the laws of the State of California, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Any action relating to this MA, other than collection of outstanding payments, must be commenced within one year after the date upon which the cause of action accrued.

5.12 Assignment and Subcontracts. Customer will not assign this MA without the prior written consent of McKesson, which will not be unreasonably withheld. McKesson may, upon notice to Customer, assign this MA to any affiliate or to any entity resulting from the transfer of all or substantially all of McKesson’s assets or capital stock or from any other corporate reorganization. McKesson may subcontract its obligations under this MA.

5.13 Severability. If any part of a provision of this MA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this MA will not be affected.

5.14 Notices. All notices relating to the parties’ legal rights and remedies under this MA will be provided in writing and will reference this MA. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by that party by notice to the sending party.

5.15 Waiver. Failure to exercise or enforce any right under this MA will not act as a waiver of such right.

5.16 Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay caused by a Force Majeure Event, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this MA.

5.17 Amendment. This MA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. After the Effective Date, the parties may amend this MA to add additional Product Schedules. Product Schedules will become part of this MA upon execution of such amendment by both parties. For avoidance of doubt, this MA may not be amended via electronic mail or other electronic messaging service.

5.18 No Third Party Beneficiaries. Except as specifically set forth in an Order Form, nothing in this MA will confer any right, remedy, or obligation upon anyone other than Customer and McKesson.

5.19 Relationship of Parties. Each party is an independent contractor of the other party. This MA will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

5.20 Non-solicitation of Employees. Neither party will directly or indirectly solicit for employment any employee of the other party during the term of the applicable Order Form and for a period of one year thereafter without the written consent of the other party. This prohibition will not apply if an employee answers a party's notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment.

5.21 Publicity. The parties may publicly announce that they have entered into this MA and describe their relationship in general terms, excluding financial terms. Neither party will make any other public announcement or press release regarding this MA or any activities performed hereunder without the prior written consent of the other party.

5.22 Construction of Agreement. This MA will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this MA, "will" means "shall," and "include" means "includes without limitation." The parties may execute this MA and each Order Form in one or more counterparts, each of which will be deemed an original and one and the same instrument.

5.23 Conflict Between Agreement and Schedules. In the event of any conflict or inconsistency in the interpretation of this MA (including its Product Schedules and all Order Forms executed hereunder), such conflict or inconsistency will be resolved by giving precedence according to the following order: (a) the Order Form, (b) the Product Schedule, (c) the MA Terms and Conditions and Exhibits, (d) documents incorporated by reference.

5.24 Entire Agreement. This MA, including Product Schedules, Exhibits, Order Forms, and documents incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Terms and conditions on or attached to Customer purchase orders will be of no force or effect, even if acknowledged or accepted by McKesson.

EXHIBIT A

DEFINITIONS

“Additional Services” means all out-of-scope Implementation Services provided by McKesson as requested by Customer. Additional Services are not included in Fixed Fee Services; Additional Services may be provided on a Time and Materials or Fixed Fee basis.

“ASP” means Application Service Provider.

“ASP Services” means the ASP Software and related McKesson hardware, Software Maintenance Services and Implementation Services.

“ASP Software” means any McKesson Software licensed to Customer for use remotely by accessing the Software located on the McKesson hardware, as indicated on the Order Form.

“Automation Product” means any McKesson product licensed and sold to Customer under an Order Form to Product Schedule 3 and identified on such an Order Form under the heading **“McKesson Product,”** which is comprised of Equipment, if any, Software, and Third Party Software and Third Party Equipment if applicable.

“Clinical Content” means medical, clinical, or billing and coding information such as terminology, vocabularies, 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 an Order Form, together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Examples of Clinical Content include the InterQual[®] Clinical Decision Support Criteria, Clinical Evidence Summaries, InterQual[®] SmartSheets, KnowledgePacks, Horizon Intelligent Coding[™] - ED Facility Coding, Horizon Intelligent Coding[™] - Physician Coding, and Medical Necessity Content. Clinical Content may be either (a) owned by McKesson or (b) Third Party Clinical Content.

“Concurrent User” means a Permitted User identified by a unique user ID issued by Customer that is one user out of a maximum number of users permitted to access the Software simultaneously.

“Confidential Information” means non-public information, including technical, marketing, financial, personnel, planning, and other information that is marked confidential or which the receiving party should reasonably know to be confidential, and will also include the terms of this MA. Confidential Information will not include: (a) information lawfully obtained or created by the receiving party independently of 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 or PHI (as defined in Exhibit B), the protection of which will be governed by Exhibit B.

“Data Center” means a data center facility located in the U.S. and operated by Customer, McKesson or an approved third party so identified in an Order Form.

“Documentation” means user guides or operating manuals containing the functional specifications for the Products that McKesson provides to Customer, as may be reasonably modified from time to time by McKesson.

“Enhancements” means enhancements or new releases of the Software, Documentation, Clinical Content, or Services providing new or different functionality that are separately priced and marketed by McKesson.

“Equipment” means hardware, computer equipment, (including any Third Party Equipment) and Third Party Software identified in an Order Form as Equipment that Customer purchases from McKesson.

“Equipment Maintenance Services” means repair or replacement of any defective Equipment. McKesson will provide Equipment Maintenance Services itself or through its agents or Third Party Vendors (e.g., Hewlett Packard). Equipment Maintenance Services do not include updates or upgrades to any firmware.

“Exhibit” means any exhibit or attachment to this MA or an Order Form.

“Facility” means a healthcare facility or health plan located in the U.S. and operated by Customer that is identified in an Order Form.

“Force Majeure Event” means any cause 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 civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, or strikes.

“Generally Available” means available as a non-development product, licensed by McKesson in the general commercial marketplace.

“Implementation Services” means the implementation services, training and education listed in an Order Form to be performed by McKesson for Customer, which may include software loading, data conversion, software interface services, software testing assistance, Equipment installation, services set-up, and training.

“Live Date” means Software Installation Date.

“McKesson Affiliates” means any U.S. entities that, now or in the future, are controlled by or under common control with McKesson Technologies Inc., including but not limited to McKesson Automation Inc., McKesson Health Solutions LLC, and NDCHealth Corporation (but specifically excluding PST Services, Inc.) that license or sell Products or Services described on a Product Schedule to Customer in the U.S. during the Term.

“McKesson Implementation Services Guide” means McKesson’s written procedures for providing Implementation Services for the applicable Products, Third Party Products, or Services as set forth in the applicable implementation services guide(s) and related documents, incorporated herein by reference, as may be reasonably modified by McKesson from time to time.

“Maintenance Services” means the Software Maintenance Services, the Equipment Maintenance Services, and the Automation Product Maintenance Services. Maintenance Services do not include services required as a result of (a) improper use, abuse, accident or neglect, including Customer’s failure to maintain appropriate environmental conditions for the Products, or (b) modifications or additions to the Products.

“McKesson Site Preparation Guide” means McKesson’s applicable written guide or written instructions as to the preparation of Customer’s Facility(ies) or Data Center(s) prior to installation and the maintenance of Customer’s Facility(ies) or Data Center(s) following installation, incorporated herein by reference, as may be reasonably modified from time to time by McKesson.

“McKesson Software” means any McKesson-owned Software licensed to Customer under an Order Form.

“McKesson Support Manual” means McKesson’s written Maintenance Services procedures for the applicable Product or Service as contained in the applicable support manual, incorporated herein by reference, as may be reasonably modified from time to time by McKesson.

“Medical Necessity Content” means rules, including diagnosis and procedure code pairs developed by the Centers for Medicare and Medicaid Services and Medicare Administrative Contractors, related to

Medicare payment eligibility for medical services, treatment procedures, and medical technologies, including medical necessity determination.

"Order Form" means McKesson's form addendum to this MA, duly executed by both parties, pursuant to which Customer may order specific Products or Services.

"Order Form Effective Date" means the effective date of an Order Form, as set forth therein.

"Portable Devices" means, with respect to Software that is licensed on a per device basis, the number of laptops, PDAs, handhelds or other similar portable devices for which the applicable Software is licensed, as indicated on an Order Form.

"Permitted User" means any individual, whether on-site at a Facility or from a remote location, (a) Customer employee, (b) consultant or independent contractor who has need to use the Products or Services based upon a contractual relationship with Customer, so long as (i) such consultant or independent contractor is not a McKesson competitor, (ii) Customer remains responsible for use of the Products or Services by such consultant or independent contractor, and (iii) such consultant or independent contractor is subject to confidentiality and use restrictions at least as strict as those contained in this MA, (c) physician with admitting privileges at a Facility, (d) employee of such physician, and (e) medical professional authorized to perform services at a Facility.

"Prevailing Rate" means the McKesson standard fee(s) in effect for the applicable Software, Clinical Content, or Services, on the date that the Software, Clinical Content, or Services are to be provided.

"Processing Services" means the Services described in Product Schedule 4A.

"Product Schedule" means each of the numbered Product Schedules attached to this MA.

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

"Products" means Software, Equipment, Clinical Content, Automation Products and any other products that McKesson provides to Customer pursuant to an Order Form.

"Professional Services" means any consulting, programming or other professional services that McKesson provides to Customer pursuant to an Order Form.

"Provider" means Physicians or Non-physician professionals who are employed by, or under contract, to provide health care services for Customer or its affiliates, whether full or part-time. **"Physician"** means an individual legally licensed to provide healthcare services to patients and includes a medical or dental doctor, optometrist, certified consulting psychologist, osteopath and chiropractor. **"Non-physician professional"** means an individual, who is licensed, certified or otherwise designated to assist physicians in providing healthcare services to patients and includes a nurse practitioner, physician assistant, therapist, technician and social worker.

"RCO Services" means those Services described in Product Schedule 4C.

"RelayHealth" means RelayHealth, a division of McKesson Technologies Inc., and the McKesson Affiliates doing business as RelayHealth.

"Services" means ASP Services, Implementation Services, Maintenance Services, Processing Services, Professional Services, RCO Services, Subscription Services, Technology Services, Remote Hosting Services, and any other services that McKesson provides to Customer under an Order Form.

"Site Software" means, the client portion of the Software (e.g., set-up executable) provided by McKesson to Customer, if any, for installation at Customer's site and required for Customer to access the ASP Services.

“Software” means software in object code form only (and related Documentation) identified in an Order Form or otherwise provided by McKesson to Customer, including any Upgrades that McKesson provides to Customer.

“Software Maintenance Services” means support services for only the two most current releases of the Software consisting of telephone support, problem resolution, and Upgrades delivered by McKesson, all in accordance with the McKesson Support Manual. Software Maintenance Services do not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than McKesson, (c) services to implement Upgrades, (d) services to correct improper installation or integration of the Software that was not performed by McKesson-authorized personnel, (e) system administrator functions, (f) help desk services, or (g) Enhancements.

“Software Installation Date” or **“System Installation Date”** or **“Services Installation Date”** means the earlier of (a) the date when the Software, System or Service, as applicable, is first available for Productive Use, or (b) the date specified in the applicable implementation plan when the Software, System or Service, as applicable, is intended to be available for Productive Use, except that such date will be extended for each day that the Product or Service is not available for Productive Use due to direct fault of McKesson.

“Subscription Services” means the internet-based or subscription-based Services provided to Customer by McKesson that are identified in an Order Form.

“System” means collectively, the medical imaging solutions Software, Equipment and Third Party Software identified in an Order Form to Product Schedule 2, excluding any Third Party Equipment.

“Technology Services” means the SystemCare Services, the CareBridge™ Secure Extranet Services and any other services provided by McKesson’s Technology Services group.

“Third Party Clinical Content” means any Clinical Content that is owned by a third party and sublicensed to Customer under an Order Form.

“Third Party Equipment” means equipment obtained by McKesson or Customer (with prior written consent from McKesson) from a Third Party Vendor.

“Third Party Product” means any Product identified in an Order Form as **“Third Party Product,”** which may contain Third Party Equipment and Third Party Software.

“Third Party Software” means any software that is owned by a third party and sublicensed to Customer under an Order Form.

“Third Party Terms” means any additional terms and conditions that are applicable to Third Party Software, including those referenced in or attached to an Order Form.

“Third Party Vendor” means a vendor other than McKesson from whom McKesson or Customer (with prior written consent from McKesson) obtains Third Party Product, Third Party Equipment or Third Party Software.

“Upgrades” means corrections, modifications, improvements, updates or releases of the Software, Documentation, Clinical Content, or Services designated by McKesson as **“Upgrades,”** which are Generally Available and generally provided to customers as part of Software Maintenance Services or Automation Product Maintenance Services. Upgrades do not include Enhancements.

EXHIBIT B

HIPAA Business Associate Addendum to Contract

Between the **County of Riverside** and **McKesson Technologies Incorporated**

This HIPAA Business Associate Addendum (the "Addendum") supplements, and is made part of MA1010927 (the "Underlying Agreement") between the **County of Riverside** ("County") and **McKesson Technologies Incorporated**, ("Contractor") and shall be effective as of the effective date of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, certain provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of certain use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule (as defined below); and,

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule (as defined below) and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, certain additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate may be liable for civil and criminal penalties for failure to comply with the applicable security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the applicable provisions of the Privacy Rule, the Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, the Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing services on behalf of County pursuant to the Underlying Agreement, and certain required limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, the Security Rule and/or the Privacy Rule, as may be amended from time to time, which definitions are incorporated into this Addendum by reference.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by 45 CFR Part 164, Subpart E which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402 and 42 USC §17921(1). For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:
 - (1) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 CFR Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 CFR Part 164, Subpart E.
 - (3) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Data Aggregation" has the meaning given such term in 45 CFR §164.501.
 - C. "Designated Record Set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that is: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - D. "Electronic Protected Health Information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media, as applied to the information that Contractor creates, receives, maintains, or transmits from or on behalf of County, that County grants Contractor access to or that County discloses to Contractor.
 - E. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - F. "Health Care Operations" has the meaning given such term in 45 CFR §164.501.
 - G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - I. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information codified at 45 CFR Parts 160, 162 and 164, Subparts A and E.

- J. "Protected Health Information" ("PHI") has the meaning given such term in 45 CFR §160.103, as applied to the information created or received by Contractor from or on behalf of County, that County grants Contractor access to or that County discloses to Contractor and which may include ePHI.
- K. "Required by Law" has the meaning given such term in 45 CFR §164.103.
- L. "Secretary" as defined in 45 CFR §160.103 means the Secretary of Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.
- M. "Security Rule" means the Security Standards codified at 45 CFR Parts 160, 162 and 164, Subparts A and C.
- N. "Unsecured Protected Health Information" and "Unsecured PHI" as defined in 45 CFR §164.402 and 42 USC §17932(h) means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure would not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule if done by County.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or Required by Law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is Required by Law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as Required by Law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide Data Aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control. County and Contractor will comply with all requirements of such applicable state and/or federal law and/or regulations. County will comply with all requirements of such applicable state and/or federal law and/or regulations, prior to furnishing Contractor with such records.

3. Prohibited Uses and Disclosures.

- A. Contractor may not use, disclose, or access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization, de-identification of the PHI and/or ePHI or authorization in writing from County.
- B. Contractor may not use, disclose, or access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as Required by Law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making under HITECH, the Privacy Rule or the Security Rule. This Section 3.C. shall not be interpreted to prohibit Contractor from using or disclosing PHI and/or ePHI as permitted pursuant to the provisions of Section 2.B. of this Addendum.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936, as applicable. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the applicable requirements of 42 USC §17936;
 - (2) Upon receipt of notice from County pursuant to Section 4.A. of this Addendum, not to disclose PHI, except as otherwise Required by Law, to a health plan for purposes of carrying out payment or health care operations, if the Individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - (3) Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County shall notify Contractor in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County in accordance with 45 CFR §164.522 or 42 USC § 17935(a) that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum. County will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Contractor reasonably believes that any restriction agreed to by County pursuant to this Section may materially impair Contractor's ability to perform its obligations under the Underlying Agreement or this Addendum, the parties will mutually agree upon any necessary modification of Contractor's obligations under such agreements.
- B. County shall notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect

Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum. County will provide such notice promptly and no later than fifteen (15) days after the receipt of an Individual's request. Contractor shall have a reasonable period of time after receipt of County's notice to comply with any such change or restriction.

- C. County shall notify Contractor in writing of any known limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520 to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI. County will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.
 - D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule. This Section 4.D. shall not be interpreted to prohibit Contractor from using or disclosing PHI and/or ePHI as permitted pursuant to the provisions of Section 2.B. of this Addendum.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI that may be required by the Privacy Rule, or applicable state law so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement, prior to furnishing Contractor with PHI and/or ePHI.
5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities and made applicable to business associates in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum, the Underlying Agreement or as Required by Law.
 - C. Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by the Underlying Agreement or this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by the Underlying Agreement or this Addendum of which Contractor becomes aware.
 - F. Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI received from, or created or received by Contractor on behalf of County, to agree to the same or substantially the same restrictions and conditions that apply through this Addendum to Contractor with respect to such PHI and/or ePHI.
 - G. Make available to the Secretary, in the time and manner designated by the Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing County's compliance with the Privacy Rule and Security Rule. Upon request of County, Contractor will provide copies of any such practices, books and records that Contractor provided to the Secretary in accordance with this Section, to the extent it would not compromise the confidentiality of any other customer of Contractor.

- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512(e)(1) relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, as applicable..

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI and Electronic Health Record.** Provide access to PHI in a Designated Record Set that Contractor possesses for County, to County, within five (5) business days of receipt of a written request from County, to satisfy the requirements of 45 CFR §164.524. If an Individual makes a request for access pursuant to 45 CFR §164.524 directly to Contractor, or inquires about his or her right to access, Contractor will direct the Individual to County. If Contractor uses or maintains an Electronic Health Record with respect to such PHI, Contractor shall, at the request of County, provide such Electronic Health Record in electronic format to an Individual to enable County to fulfill its obligations under 42 USC §17935(e)(1), as applicable.
- B. **Amendment of PHI.** To the extent Contractor maintains PHI in a Designated Record Set for County, Contractor agrees to make such PHI available for amendment and incorporate amendments to such PHI in a Designated Record Set that County directs or agrees to at the request of an Individual, within thirty (30) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and Electronic Health Record.** Contractor shall:
 - (1) Document such disclosures of PHI, including, if applicable, PHI maintained in an Electronic Health Record that Contractor uses or maintains on behalf of County, and information related to such disclosures, as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI and/or Electronic Health Record in accordance with 45 CFR §164.528 and 42 U.S.C. §17935(c), as applicable.
 - (2) Within thirty (30) days of receiving a written request from County or an Individual, provide to County or an Individual information collected in accordance with this Section to permit County to respond to a request by an Individual for an accounting of disclosures of PHI and/or Electronic Health Record.
 - (3) To the extent applicable, make available for County information required by this section for six (6) years preceding the Individual's request for accounting of disclosures of PHI, and for three (3) years preceding the Individual's request for accounting of disclosures of PHI maintained in an Electronic Health Record in accordance with 45 CFR §164.528 and 42 U.S.C. §17935(c), as applicable.

7. **Security of ePHI.** To the extent Contractor creates, receives, or has access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §§164.314(a)(2)(i), and 164.306, Contractor shall:

- A. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitation, each of the applicable requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;
- B. Comply with each of the applicable requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance by Contractor's workforce;
 - F. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it;
 - G. Report to County any Security Incident of which Contractor becomes aware; and,
 - H. Comply with any additional security requirements that are applicable to covered entities that are made applicable to business associates in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to in HITECH.
8. **Breach of Unsecured PHI.** In the case of Breach of Unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following Contractor's discovery of a Breach of Unsecured PHI, Contractor shall notify County in writing of such Breach without unreasonable delay and in no case later than sixty (60) calendar days after discovery of a Breach, except as provided in 45 CFR §164.412.
- (1) **Breaches treated as discovered.** A Breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the Breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to Breach of Unsecured PHI shall include, to the extent possible, the following information if known by Contractor:
 - (a) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the Breach;
 - (b) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (c) A description of the types of Unsecured PHI involved in the Breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - (d) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - (e) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address, as appropriate.

- B. **Delay of notification authorized by law enforcement.** If Contractor delays notification of Breach of Unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- C. **Payment of costs.** In the event of a Breach caused solely by Contractor that requires notice to Individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406 Contractor will reimburse County for the reasonable and substantiated costs related to providing such notifications. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

9. **Hold Harmless/Indemnification.**

- A. Each party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend, at its sole cost and expense (including attorneys' fees), the other party and its officers, directors, Board of Supervisors, trustees, employees, and agents (collectively, the "Indemnified Party") from and against reasonable and substantiated direct damages of the Indemnified Party and damages and liabilities for third party claims based or asserted upon the Indemnifying Party's: (i) negligent acts, errors or omissions in the performance of this Addendum; (ii) intentional wrongful acts or omissions in the performance of this Addendum; or (iii) breach of unsecured PHI or any provision of this Addendum. However, the Indemnifying Party's obligations hereunder will not apply to such third party damages or liabilities to the extent caused by or resulting from the Indemnified Party's or its subcontractor's own negligence, willful misconduct, or breach of unsecured PHI or any provision of this Addendum.
- B. The obligation to indemnify, defend, and hold harmless will not apply unless the Indemnified Party: (i) notifies the Indemnifying Party promptly after the Indemnified Party has knowledge that the indemnity may apply to a third party claim or action; (ii) gives the Indemnifying Party full opportunity to control the response thereto and the defense thereof, including the selection of counsel; and (iii) cooperates with Indemnifying Party in the defense or settlement of the claim or action. The Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** Upon either party's knowledge of a material breach by the other party of this Addendum, the non-breaching party shall provide the breaching party with written notice describing the breach and shall:
 - (1) Provide the breaching party with an opportunity to cure the alleged material breach in a reasonable period of time and in the event the breaching party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate this Addendum or
 - (2) If termination of this Addendum is not feasible, the non-breaching party may report the problem to the Secretary.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum or the Underlying Agreement, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- B. **Survival.** The obligations of Contractor under Sections 5(G), 6(C), 9 and 11.B(2) of this Addendum shall survive the termination of this Addendum.
- C. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- D. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- E. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include certain the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH, as applicable.
 - (2) Any ambiguity in this Addendum shall be resolved to permit County and Contractor to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally. In the event of inconsistency between the provisions of this Addendum and mandatory provisions of the Privacy Rule, the Security Rule or HITECH, as amended, or their interpretation by any court or regulatory agency with authority over County or Contractor, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or HITECH is amended in a manner that changes the obligations of County or Contractor that are embodied in terms of this Addendum, then the parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Addendum to give effect to such revised obligations. Where provisions of this Addendum are different from those mandated in the Privacy Rule, the Security Rule, or HITECH, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Addendum will control.
- F. **Notices.** All notifications required to be given pursuant to the terms of this Addendum shall be in writing and delivered to a party, at the addresses below, by either first class United States mail with postage prepaid, registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as a party may hereafter designate. All notices provided by a party pursuant to this Section shall be deemed given or made when received by the other party.

If to County: Name: Riverside County Regional Medical Center, Compliance Department
Title: Compliance & Privacy Officer
Address: 26520 Cactus Avenue, Moreno Valley, CA 92555

If to Contractor:

Name: McKesson Technologies Incorporated
Title: General Counsel
Address: 5995 Windward Parkway, Alpharetta, GA 30005

- G. **Application.** This Addendum applies only to the PHI and/or ePHI: (i) disclosed by County to Contractor; (ii) created and/or received by Contractor on behalf of County; and (iii) to which Contractor is granted access.

PRODUCT SCHEDULE 1

HOSPITAL SOLUTIONS

The MA Terms and Conditions and this Product Schedule 1 apply to all Hospital Solutions Software and Services licensed or purchased by Customer under each Order Form referencing this Product Schedule 1.

SECTION 1: SOFTWARE

1.1 No additional Software terms and conditions apply to this Product Schedule 1.

SECTION 2: IMPLEMENTATION SERVICES

2.1 Definitions

“Activation” means the date of first Productive Use, unless otherwise defined.

“Bank of Learning Units” means a quantity of Learning Units purchased without specific education courses identified.

“Customer Responsibilities” means those resources, personnel, software, hardware, systems, network, Non-McKesson Interface(s), Interface Engine(s), or any other deliverables required from Customer as set forth in the applicable Order Form, McKesson Implementation Services Guide, Implementation Services Project Plan, or otherwise in this Product Schedule 1.

“Data Migration” means the automated process of transferring data from an existing format or computer system to a McKesson format or computer system.

“Fixed Fee” means any predetermined Prevailing Rate(s) charged by McKesson for the provision of Implementation Services set forth on the applicable Order Form.

“Implementation Services Project Plan” means the plan jointly developed by McKesson and Customer in accordance with the applicable Order Form, Implementation Services Methodology, McKesson Implementation Services Guide, and this Product Schedule 1, and which includes milestones, tasks, timing and schedule(s) for installing, testing, training and transitioning the applicable Products, Third Party Products, or Services to Customer, including the allocation of responsibilities for the same between McKesson and Customer.

“Implementation Services Methodology” means the phases used by McKesson in providing Implementation Services set forth in the McKesson Implementation Services Guide, including: (a) project planning and management, (b) access and design, (c) build-out, (d) testing, (e) training, (f) activating, and (g) transitioning the applicable Products or Services to Customer, with each phase including objectives and activities required of both Customer and McKesson.

“Implementation Services Fee” means the Fixed Fee(s) and Time and Materials Fee(s) set forth in the applicable Order Form charged by McKesson for providing Implementation Services.

“Interface” means any software or hardware (or combination thereof) needed to cross a boundary between systems that is required for any (a) Products, Third Party Products, or Services to work appropriately with any Customer purchased or licensed software or hardware, or (b) Customer purchased or licensed software or hardware to work appropriately with any other Customer licensed or purchased software or hardware.

“Interface Engine” means software or hardware (or combination thereof) that provides a hub for any Interface that is required in order for any (a) Products, Third Party Products, or Services to work appropriately with any Customer licensed or purchased software or hardware, or (b) Customer licensed or

purchased software or hardware to work appropriately with any other Customer licensed or purchased software or hardware.

“Learning Units” means the units of training and tools from McKesson’s Customer Education Solutions team that may be purchased by Customer and provided by McKesson hereunder.

“McKesson Interface” means any McKesson provided Interface required for any software or hardware previously licensed or purchased by Customer from McKesson to work appropriately with Products, Third Party Products, or Services licensed or purchased in the applicable Order Form.

“Non-McKesson Interface” means any Customer provided Interface required in order for any software or hardware previously licensed or purchased by Customer from other than McKesson to work appropriately with Products, Third Party Products, or Services licensed or purchased in the applicable Order Form.

“Time and Materials Fee” means McKesson’s hourly Prevailing Rate(s) set forth on the applicable Order Form for providing Implementation Services multiplied by the actual (not estimated) hours or days spent by McKesson in providing Implementation Services, including all hours incurred by McKesson (both at Customer’s site and at various McKesson sites, whether or not previously estimated) to perform the required Implementation Services, including tasks, administrative duties, status reports, problem analysis, attendance of meetings or telephone calls, and research of Customer questions and issues.

2.2 Implementation Services and Fees

2.2.1 Scope of Implementation Services.

(a) McKesson will provide, and Customer will accept, the Implementation Services at the Facility(ies) or Data Center(s) set forth on the applicable Order Form in order to facilitate Customer’s installation and use of the applicable Products, Third Party Products, or Services. McKesson will provide such Implementation Services in accordance with the McKesson Implementation Services Guide, Implementation Services Methodology, Implementation Services Project Plan, and all other terms included in this Product Schedule, and Customer will pay for the same at the applicable Implementation Services Fee(s) set forth on the applicable Order Form.

(b) Fixed Fee(s) and Time and Materials Fee(s) do not include McKesson’s travel and living expenses which Customer will pay in addition to the foregoing.

(c) Unless otherwise expressly set forth in the applicable Order Form, McKesson’s Software license fee(s), Fixed Fee(s), Time and Materials Fee(s), and applicable Additional Services Fee(s) include fees for any McKesson Interface(s), but do not include any fees for any Non-McKesson Interface(s), or McKesson providing, developing, or adapting any Interface Engine(s), or any Interface Engine services, including providing translations, communications protocols, or filtering services.

(d) Unless otherwise expressly set forth in the applicable Order Form, Fixed Fee(s), Time and Materials Fee(s), and Additional Services fee(s) do not include McKesson providing, developing, adapting, or altering any Data Migration(s). If Data Migration(s) are set forth in the applicable Order Form, McKesson will provide the same using McKesson’s standard conversion software, specifications, and user guides.

(e) Unless otherwise expressly set forth in the applicable Order Form, Fixed Fee(s), Time and Materials Fee(s), and Additional Services fee(s) for Implementation Services involving training and education assume: (a) Implementation Services associated with Software must be used by Customer within the earlier of six months after Software Installation Date for the Software or related suites of Products or Services, or 18 months after the Order Form Effective Date, with no refunds or credits being due Customer for the same, (b) McKesson will train a single Customer team which is responsible for education and training of other Customer users (“train the trainer” approach), (c) McKesson will not provide education and training for non-McKesson products, including: Microsoft SQL Server[®], ORACLE[®], Windows[®], UNIX[®], and LINUX[™]), Business Objects[®] and Crystal Reports[®], and if education and training

for the same are required by Customer as listed in McKesson Implementation Services Guide, then Customer will purchase and obtain the same from an appropriate third party provider, and (d) any distance learning education and training provided by McKesson will use internet protocol audio or teleconferencing with the majority of such education and training provided using internet protocol audio.

(f) Learning Units or Bank of Learning Units, if any, purchased by Customer will be identified on the Order Form and may be redeemed for training to be provided by McKesson in accordance with this Product Schedule. Learning Units or Bank of Learning Units associated with Software must be used by Customer within the earlier of 12 months after the Software Installation Date for the related Software, or 24 months after the Order Form Effective Date, with no refunds or credits being due Customer for the same. Customer is not entitled to any rights of exchange with respect to Learning Units for other offerings within Customer Education Solutions related to other Products or Services without express written consent from McKesson, in McKesson's sole discretion; provided, that Bank of Learning Units may be exchanged within the specified time period for any qualifying offerings within McKesson's Customer Education Solutions. Learning Units and Bank of Learning Units are decremented as training is delivered.

2.2.2 Implementation Services Project Plan. Unless otherwise expressly set forth in the applicable Order Form, agreed by the parties in writing, or made unnecessary by the nature of the Implementation Services, McKesson and Customer will have a kick-off meeting ("**Kick-Off Meeting**") no later than 60 days before the start of Customer "build" training to discuss joint development of the Implementation Services Project Plan, and jointly will complete development of the Implementation Services Project Plan no later than 30 days before beginning of Customer "build" training. The Implementation Services Project Plan will be developed jointly by Customer and McKesson in accordance with: (a) the Implementation Services set forth on the applicable Order Form, (b) the Implementation Services Methodology and all other provisions set forth in the McKesson Implementation Services Guide, (c) all assumptions, requirements, or representations relied upon by McKesson in determining the Implementation Services Fee(s), (d) Customer's Responsibilities, and (e) all other terms set forth in this Product Schedule 1.

2.2.3 Implementation Services Project Plan Changes. The parties agree that it is in their mutual interest to complete the Implementation Services Project Plan activities on the agreed schedule and each agrees to dedicate sufficient resources toward this goal. In the event one or both parties believe that changes are needed to the Implementation Services Project Plan or any of the dates identified in the Implementation Services Project Plan or there is an unavoidable delay, the party requesting the change will comply with the Change Control Process and promptly notify the other party of the nature of the change request, reason for the request, and identify all effects on the delivery of the Implementation Services including any schedule changes. Each party agrees to provide the other party's designated individual with prompt notice of all such changes; Customer shall reimburse McKesson for the out-of-pocket costs of all unavoidable expenses such as airline tickets.

2.2.4 Implementation Services Delays.

(a) If Customer reschedules or cancels the delivery of Implementation Services within 90 days of the mutually agreed upon scheduled date McKesson is to start the delivery of the same, then McKesson will invoice Customer, and Customer will pay, 15% of the total Implementation Services Fees and Additional Services fees.

(b) If a Customer caused or initiated delay occurs such that McKesson is unable to complete the Implementation Services by the scheduled Software Installation Date, unless such date is extended by mutual agreement of the parties, then McKesson will invoice Customer, and Customer will pay, an additional fee of \$15,000 per application (for clarification, not per module) for each month that completion of the Implementation Services extends beyond the Software Installation Date.

(c) McKesson will invoice Customer for amount(s) set forth in Sections 2.2.3 (a) and (b) above at the end of the month(s) during which any rescheduling, cancellation, or delay occurs.

2.2.5 Multi-Facility and Multi-Data Center Implementations. For Implementation Services involving more than one Facility or Data Center, McKesson and Customer will form a single centralized Implementation Services team (operating at one location) to plan, design, build, and test all Facilities or Data Centers set forth in the applicable Order Form (a) concurrently on one centralized server-configuration, (b) with simultaneous dates to begin Implementation Services, and (c) closely scheduled Software Installation Dates at each Facility or Data Center.

2.2.6 Full Deployment of Products, Third Party Products, or Services. Implementation Services do not include full production deployment of Products, Third Party Products, or Services.

2.2.7 Customer's Responsibilities. Customer acknowledges that McKesson's provision of Implementation Services is dependent on Customer fully performing its Customer Responsibilities, including: (a) using Microsoft® Project and Visio® and requiring its project management personnel working on the Implementation Services Project Plan to become proficient in the use of these programs prior to the kick-off meeting for Implementation Services planning, (b) providing McKesson with network connectivity, analog phone line or an equivalent internet access option, dial-in access capability, internet protocol addresses, dedicated electrical outlets, and reasonable work and meeting space in preparation for the Product or Services installation, (c) providing mutually agreed-upon access to servers for McKesson via the McKesson CareBridge™ Secure Extranet or other McKesson-supported options at McKesson's discretion, (d) providing McKesson with all Interfaces Engines, Non-McKesson Interface(s), and activating all McKesson Interface(s), Non-McKesson Interfaces, and Interface Engines no later than activation of their related Products or Services, (e) purchasing or licensing and installing all other non-McKesson provided software and hardware, including, all network communications, including maintenance, monitoring of logs, backups, and routine patch applications, (f) providing data or information in the format specified by McKesson for any Data Migration(s) expressly set forth in the applicable Order Form, (g) providing all other appropriate personnel, resources, organizational support, and attendance at training as recommended in the McKesson Implementation Services Guide, and (h) driving complete adoption by Customer users and completing full production deployment of all Products and Services, including all workflows and pre-built Product or Services content. Any unauthorized changes made by Customer to the staged environment (e.g., Operating System updates, starting/stopping system services, adding/removing software, and the like) may result in additional fees for rework and possibly delay the implementation described in the Implementation Services Project Plan.

ORDER FORM
(HOSPITAL SOLUTIONS)

ORDER FORM TO PRODUCT SCHEDULE 1 of McKesson Master Agreement No. MA1010927 dated _____, 2011 (the "MA") incorporating all referenced Exhibits, Schedules, and Attachments ("**Order Form**") effective _____, 2011 ("**OF Effective Date**").

Exhibits

A	Facilities, Fees Summary, Payment Schedule and Administration
A-1	Software and Software Maintenance Services Fee Schedule
A-2 – A-4	Reserved
A-5	Statement of Load and Leave Software Delivery
B-1	Implementation Services Fee Schedule
C-1	Equipment and Technology Services Fee Schedule
C-2	Equipment Configuration
C-3	Technology Services Terms
C-3-1	Systemcare Additional Terms
C-3-2	CareBridge Fee Schedule & Additional Terms
D-1	Additional Terms

The pricing in this Order Form and McKesson's corresponding offer to Customer expires unless McKesson receives this Order Form signed by Customer on or before April 29, 2011.

McKesson will include Customer's purchase order ("**PO**") number on customer invoices if provided by Customer on or before the OF Effective Date. Failure to provide McKesson with a PO number or copy does not suspend or negate any Customer duty, including payment, under this Order Form.

By signing this Order Form, Customer acknowledges and agrees that (a) McKesson has made no warranty or commitment with regard to any functionality not Generally Available as of the OF Effective Date, whether or not included as part of Software Maintenance Services, for any of the Software licensed by this Order Form and (b) Customer has not relied on the availability of any future version of the purchased Product or any other future Product in executing this Order Form.

In the event the parties fail to execute the MA with or before this Order Form, then this Order Form will be deemed void.

Each signatory hereto represents and warrants that it is duly authorized to sign, execute, and deliver this Order Form on behalf of the party it represents.

[Signature page follows.]

**RIVERSIDE COUNTY REGIONAL MEDICAL
CENTER**

MCKESSON TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____
Date: _____
Customer PO. No. _____

By: Stephanie Hale
Name: Stephanie Hale
Title: Senior Executive
Date: 3/28/2011

FOR MCKESSON INTERNAL USE ONLY

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

EXHIBIT A

FACILITIES, FEES SUMMARY, PAYMENT SCHEDULE AND ADMINISTRATION

FACILITIES:

Customer No.	Data Center Facility	Full Address
1043635	Riverside County Regional Medical Center	26520 Cactus Avenue Moreno Valley, CA 92555

Customer No.	Facility	Full Address
1043635	Riverside County Regional Medical Center	26520 Cactus Avenue Moreno Valley, CA 92555

(NOTE: It is not necessary to list offices of physicians or other caregivers with privileges at a Facility.)

FEES SUMMARY:

Products and Services	Term Length	One-Time Fees	Annual Recurring Fees	Estimated Fees
Software (Perpetual):		\$334,507	\$105,776	
Software (Term):	See Exhibit A-1		\$22,490	
Implementation Services:		\$615,580		\$4,176
Equipment:		\$61,124		
Technology Services:		\$14,362	\$52,900	
GRAND TOTALS:		\$1,025,573	\$181,166	\$4,176

PAYMENT SCHEDULE:

Software:	25% is due on the OF Effective Date; 50% is due in three equal, consecutive, quarterly payments commencing 60 days after the OF Effective Date; and, 25% is due 60 days after the Live Date.
Software (Term):	<u>For Term Software:</u> Unless other payment terms for specific Term Software are stated in this Order Form, the first annual fee is due, in advance, on the OF Effective Date. Subsequent annual fees are due, in advance, on each anniversary of the OF Effective Date.
Software Maintenance Services:	The first annual Software Maintenance Services fee is due on the earlier of the Live Date or 15 months after the OF Effective Date. Effective as of the date the first full-annual fee is due, Customer will pay the annual Software Maintenance Sservices fee on a quarterly basis, in four equal installments at no additional surcharge to Customer.
Time & Materials:	100% is due monthly as incurred, billed in arrears.
Implementation Services:	<u>Fixed Fee:</u> 50% is due on the OF Effective Date; 50% is due in three equal, consecutive, quarterly payments commencing 60 days after the OF Effective Date; and, 25% is due 60 days after the Live Date.

Equipment:	<p><u>Equipment:</u> Payment in full for each component of the Equipment is due on its delivery.</p> <p><u>Shipping and Handling:</u> Shipping and handling charges will be listed separately on the invoice for the corresponding Equipment and are due upon Equipment delivery. Shipping and handling charges are not included in the amounts listed on Exhibit C-1.</p> <p><u>Warranty Uplift:</u> For each component piece of the Equipment to which the Warranty Uplift applies, payment in full is due on the Equipment delivery date of that component piece.</p>
Technology Services:	<p><u>Professional Services:</u> 100% is due on the OF Effective Date.</p> <p><u>SystemCare Services (Recurring Fees):</u> First year fees are due on the SystemCare Start Date as defined in Exhibit C-3-1; remaining annual installments are due on each anniversary of the SystemCare Start Date.</p> <p><u>CareBridge Services (One-Time Fees):</u> 100% is due on the OF Effective Date.</p> <p><u>CareBridge Services (Recurring Fees):</u> CareBridge recurring fees are due in installments as set forth in Exhibit C-3-2.</p>

The transaction covered by this Order Form may involve a discount, rebate or other price reduction on the items covered by this Order Form. Customer may have an obligation to report such price reduction or the net cost in its cost reports or in another appropriate manner in order to meet the requirements of applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(g) and (h). Customer will be responsible for reporting, disclosing, and maintaining appropriate records with respect to such price reduction or net cost and making those records available under Medicare, Medicaid, or other applicable government health care programs.

Unless Customer provides McKesson prior to the OF Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, McKesson will invoice Customer for all such taxes applicable to the transactions under this Order Form.

ADMINISTRATION:

Sold To:	Ship To:
Riverside County Regional Medical Center	Load and Leave – Tim Giblin
26520 Cactus Avenue	1905 Yacht Maria
Moreno Valley, CA 92555	Newport Beach, CA 92660
Attention:	Attention: 1053302
Telephone:	Telephone:
Facsimile:	Facsimile:
E-mail:	E-mail:

Bill To:	Paid By:
Riverside County Regional Medical Center	Riverside County Regional Medical Center
26520 Cactus Avenue	26520 Cactus Avenue
Moreno Valley, CA 92555	Moreno Valley, CA 92555
Attention: Doug Bagley	Attention:
Telephone: (909) 486-4450	Telephone:
Facsimile:	Facsimile:
E-mail:	E-mail:

EXHIBIT A-1
SOFTWARE AND SOFTWARE MAINTENANCE SERVICES
 Riverside County Regional Medical Center
 Customer Number: 1043635
 Opportunity Number: 1-10UIRN

Facilities included in pricing:
 Riverside County Regional Medical Center - 1043635

<u>Software Product No.</u>	<u>Software Maint Services No.</u>	<u>Module / Description</u>	<u>Third Party Soft-ware</u>	<u>List Software License Fee</u>	<u>Net Software License Fee</u>	<u>List Annual Recurring Term License Fee (excluding SW Maint.)</u>	<u>Net Annual Recurring Term License Fee (excluding SW Maint.)</u>	<u>Term (Yrs)</u>	<u>Annual Software Maintenance Fee</u>
		Resource Management Solutions							
71000365	73003640	Horizon Surgical Manager		\$168,000	\$50,400			N/A	\$23,520
		Horizon Surgical Manager							
71002372	73000305	Perioperative Charting Module		\$98,000	\$29,400			N/A	\$13,720
		Horizon Surgical Manager							
71002375	73007660	Patient Tracking Module		\$98,000	\$29,400			N/A	\$13,720
		Horizon Surgical Manager							
71002350	73008362	Physiological Recording		\$70,000	\$21,000			N/A	\$9,800
		Horizon Surgical Manager™ 3rd Party Clinical Integration Module		\$15,000	\$15,000			N/A	\$2,700
72017614	N/A	Horizon Surgical Manager 12.0 Crystal 11.0 Bundle (10-thread)	X	\$5,607	\$5,607			N/A	N/A
71002376	73012564	McKesson Anesthesia Care Module		\$155,000	\$93,000			N/A	\$21,700
		Mckesson Anesthesia Care Anesthesia Professional Coding Module		\$30,000	\$21,000			N/A	\$4,200
71003920	73017320	Mckesson Anesthesia Care Anesthesia Professional Coding Module Annual Subscription Fee							
72016679	73017323	Module Annual Subscription Fee	X	N/A	N/A	\$6,200	\$6,200	5	N/A
72008770	73013142	Capsule Technologies	X	\$11,200	\$11,200			N/A	\$2,016
72008769	73013141	Neevia	X	No Charge	No Charge			N/A	No Charge
72017880	N/A	Crystal Bundle for Mckesson Anesthesia Care	X	N/A	N/A	\$1,290	\$1,290	5	N/A
		First DataBank Drug Information Framework License for Single Product Use							
72019970	N/A	First DataBank Drug Information Framework License for Single Product Use	X	N/A	N/A	\$15,000	\$15,000	1	N/A

<u>Software Product No.</u>	<u>Software Maint Services No.</u>	<u>Module / Description</u>	<u>Third Party Soft-ware</u>	<u>List Software License Fee</u>	<u>Net Software License Fee</u>	<u>List Annual Recurring Term License Fee (excluding SW Maint.)</u>	<u>Net Annual Recurring Term License Fee (excluding SW Maint.)</u>	<u>Term (Yrs)</u>	<u>Annual Software Maintenance Fee</u>
		Single Patient Monitoring Device:							
72000352	73006975	Horizon Clinical Infrastructure - Physiological Monitoring Interface to GE/Marquette monitors		\$15,000	\$15,000			N/A	\$2,700
		Clinical Procedure Resource Solutions - Surgery							
71004122	73017882	Horizon Tissue Manager		\$45,000	\$13,500			N/A	\$6,300
72019783	73019040	Item Master Download Interface	X	\$15,000	\$15,000			N/A	\$2,700
72017932	73017974	Clinical Procedure Resource Solutions ADT Interface		\$15,000	\$15,000			N/A	\$2,700

	<u>Total List Software License Fee</u>	<u>Total Net Software License Fee</u>	<u>Total List Annual Recurring Term Software License Fee (excluding SW Maint.)</u>	<u>Total Net Annual Recurring Term Software License Fee (excluding SW Maint.)</u>	<u>Total Annual Software Maintenance Fee</u>
One Time McKesson Software	\$664,000	\$257,700	N/A	N/A	\$92,960
One Time Third Party Software Interface License Fees	\$16,807	\$16,807	N/A	N/A	\$2,016
	\$60,000	\$60,000	N/A	N/A	\$10,800
Subtotal One Time Software	\$740,807	\$334,507	N/A	N/A	\$105,776
Term McKesson Software	N/A	N/A	N/A	N/A	N/A
Term Third Party Software	N/A	N/A	\$22,490	\$22,490	N/A
Subtotal Term Software	N/A	N/A	\$22,490	\$22,490	N/A
Grand Total	\$740,807	\$334,507	\$22,490	\$22,490	\$105,776

Statistics that contribute to the pricing are noted below

Product Family	SAP Code	Product Description	Term (Yrs)	Quantity	Measurement
First Data Bank		This product is quoted for the following applications: McKesson Anesthesia Care			
	72019970	First DataBank Drug Information Framework License for Single Product Use Riverside County Regional Medical Center	1	447	beds
McKesson Anesthesia Care Module	71002376	McKesson Anesthesia Care Module* *If additional procedure locations are needed third party software will apply.	N/A	10	Anesthetizing Procedure Locations
	71003920	Anesthesia Professional Coding Module* *If additional workstations are needed third party software will apply.	N/A	4	workstations
	72008770	Capsule Technologies	N/A	20	licenses
	72017880	Crystal Bundle for Mckesson Anesthesia Care With the purchase of McKesson Anesthesia Care Base application, customer is required to purchase a third party Anesthesia cockpit for every OR workstation. The Anesthesia cockpit can be purchased from the third party vendor HeloCom. Please contact Deborah Lange-Kuitse 574-215-3378 for contract details.	N/A	2	licenses
Clinical Procedure Resource Solution for Surgery	71004122	Horizon Tissue Manager	N/A	10	# of OR Rooms
Horizon Surgical Manager	71000365	HSM Base Module	N/A	14	Procedure Locations
	71002372	Periop Charting	N/A	14	Procedure Locations
	71002375	Patient Tracking	N/A	14	Procedure Locations
	71002350 72017614	Physiological Recording client has HED	N/A	14	Procedure Locations
		Bundle includes: • 1 10-Thread license for HSM production • 2 3-thread license for HSM test and train • 3 3-thread licenses for BEM prod, test, and train • Includes 6 Crystal report writer licensing	N/A	N/A	N/A

EXHIBIT A-5

Statement of Load and Leave Delivery of Software

Riverside County Regional Medical Center or MTI Technician Shall Mail or Fax this Statement to the Following Address Upon Completion:

McKesson Technologies Inc. ("MTI")
Attn: Lisa Conley (Contract Operations)
FAX Number 404-338-5161
5995 Windward Parkway
Alpharetta, GA 30005

Location of Delivery:
26520 Cactus Avenue
Moreno Valley, CA 92555

DESCRIPTION OF SOFTWARE DELIVERED:

Software Product Description	Software Material Number	Received Yes or No (Circle One)
See Exhibit A-1 attached to this Contract Supplement No. 1-10UIRN	See Exhibit A-1 attached to this Contract Supplement No. 1-10UIRN	YES NO

ACKNOWLEDGMENT OF LOAD AND LEAVE DELIVERY:

The software described above was installed by MTI onto our computer equipment. At the completion of the installation, the MTI technician left our premises with all tangible forms of the loaded software.

(Signature of Riverside County Regional Medical Center representative)

Date: _____
Riverside County Regional Medical Center

Acknowledgment of Load and Leave Delivery:

I hereby certify that the above-described software was transferred to Riverside County Regional Medical Center at the location stated above by downloading the software from a tangible storage media. At the completion of the software installation, there was no transfer of title or possession of such storage media and the media was removed from Riverside County Regional Medical Center's premises.

(Signature of MTI Representative)

Date: _____
McKesson Technologies Inc.

EXHIBIT B-1

Riverside County Regional Medical Center
 Customer Number: 1043635
 Opportunity Number: 1-10UIRN

Scope of Services

Service Description	Estimated List	
	Fixed Fees	T&M Fees
86000048 Horizon Surgical Manager	\$ 465,342	\$ 5,220
Project Duration - 39 Weeks from Kickoff Event to Activation		
Project Management		
Implementation Analyst Assistance		
Technical Assistance		
Application Modules Included:		
Horizon Surgical Manager Base - For 1 Facility		
Base Application Modules Included:		
Scheduling		
Resource Maps		
Surgical Journal		
Reports and Business Intelligence		
Browser Enabled Module		
Supply Management		
Surgery Optimization		
PeriOperative Charting Module - For 1 Facility		
Includes: Pre-Admission, Pre-Op, Intra-Op, Post-OP, Phase2Recovery Charts		
Horizon Surgical Manager Consulting (Patient Assessment)		
Perioperative Charting Administration Technical Training		
Patient Tracking Module - For 1 Facility		
Physiological Recording Module - For 1 Facility		
HCI System Staging and Setup (applies if not already have Hz Clinicals and Carelink)		
HCI System Migration - Carelink Services		
Data Conversion Design and Development		
Staff for One Facility		
Procedure for One Facility		
MPI for One Facility		
Item Master for One Facility		
Pick Ticket / Preference List for One Facility		
Case History Conversion to MS-SQL Database (ORBIT, Surgi-Server, Omni-Server)		
Other Services		
Activation Support (Included in HSM Base Implementation Fees): PM, Remote for 3 Days; IC Onsite for 3 Days; IA, Remote for 3 Days; TPM, Remote for 3 Days		
Activation Support (Included in Perioperative Implementation Fees)		
Custom Report Consulting		
Consulting Services - Surgery Optimization		
HSM Post-Live Assessment - Strategic Business Consulting		
86000442 Clinical Procedure Resource Solutions for Surgery	\$ 11,484	
Project Duration - 2.5		
Project Management		
Implementation Analyst Assistance		
Technical Assistance		
Application Modules Included:		
Horizon Tissue Manager		
Horizon Tissue Manager Tissue File Conversion		

86000240 McKesson Anesthesia Care Implementation	\$	266,934
Project Duration - 20 Weeks from Kickoff Event to Activation		
Project Management		
Implementation Analyst Assistance		
Technical Assistance		
Application Modules Included:		
Anesthesia Intra-Operative Computerized Patient Record		
Computerized Anesthesia Pre-Operative Evaluation Module		
Formulary Reference Utility		
Implementation		
Project Management		
Customization (Pre-Op, Intra-Op, PACU)		
On-site Planning Sessions		
Formulary Customization		
Technical Assistance		
Software Installation		
Server		
OR Stations		
Pre-Op Stations		
PACU Stations		
Formulary Management Stations		
Hardware Installation		
Server		
OR Stations		
Pre-Op Stations		
PACU Stations		
Formulary Management Stations		
Education: (On-Site)		
Anesthesia Staff Super User Training and Certification		
Surgical Services Super User Training		
Nursing Super User Training		
BioMed Super User Training		
HIS Department System Administrator Super User Training		
Pharmacy Super User Training		
On-site Live Support		
Technical Support		
Clinical Support		
Project Management Oversight		
Other Services		
Activation Support (Included in Implementation Fees): PM, Remote for 3 Days; IC Onsite for 3 Days; IA, Remote for 3 Days; TIE Onsite for 3 Days		
Activation Support (Included in Professional Coding Implementation Fees)		
Professional Coding Module		
Crystal Training		
McKesson Anesthesia Care Analytics Training		
Education		
MAC End-User Training for New Customers - Groups of 25 for 1 Week		
MAC Clinical Workflow Workshop		
86000035 Horizon Clinical Infrastructure Technical	\$	8,352

Interfaces Between McKesson Products			
86000048 Horizon Surgical Manager			
Phase I Interfaces (Included in Base Product Implementation Pricing)			
Scheduling Messages - Outbound from HSM to via			
Phase II Interfaces			
Perioperative Charting			
Surgical Report Interface - Perioperative Integration Services			
HSM to 3rd Party Clinical Interfaces			
HSM to 3rd Party Clinical Implementation Services			
Interfaces Between McKesson Products			
86000442 Clinical Procedure Resource Solutions for Surgery			
Schedule and Case Needs Integration Inbound from HSM			
Interfaces to/from non-McKesson Products			
Patient Demographics Inbound to Horizon Tissue Manager			
Interfaces			
86000240 McKesson Anesthesia Care Implementation			
McKesson Anesthesia Care Interfaces (5 Instances)			
Interfaces to / from Non-McKesson Systems			
86000035 Horizon Clinical Infrastructure			
DAS Critical Care Monitors			
GE / Marquette Transscope: 12/12C, Eagle 3000/ 4000, Solar 7000/ 8000M / 8000i, Solar 9500, all DASH models			
Horizon Infrastructure™ Clinical Setup & Base Load of Code - Carelink/DAS			
Totals		\$752,112	\$5,220
Discount on McKesson Services - 20.0%		(\$136,532)	(\$1,044)
Total Fees After Discount		\$615,580	\$4,176
Total, Fixed and Time and Material Fees		\$619,756	

Scope of Education Services

Description of Services	Event Duration	Students	Units
Horizon Surgical Manager - Product Education Package			
86000621 - HSM Education Package:			
Super Users (up to 1):			
INT900E - KnowledgeRX Web Introduction			
Super Users (up to 5):			
HSM920E - Introduction to Horizon Surgical Manager			
HSM945E - HSM Reports			
PHS905E-A - Introduction to Pathways Healthcare Scheduling			
PHS910E - Single Appointment Scheduling-Resource Focused View			
Super Users (up to 3):			
PDS100E - PHS Report Writing			
PDS110E - HSM Report Writing			
PDS100i - PHS/HSM Report Writing Custom			
PDS115E - HSM Report Writing Advanced			
PHS915E - Single Appointment Scheduling-Patient Focused View			
PHS920E - Scheduling Set and Group Appointments			
PHS925E - Appointment Management			
PHS930E - Patient Data Management			
PHS935E - Appointment Details			
PHS940E - Scheduling Conflicts			
PHS945E - Advanced Scheduling			
PHS950E - Waitlist, Inbox, and Confirmations			
PHS960E - Blocks and Visit Management			
PHS965E - Post Appointment Information and Reporting			
PHS105E - Assign Anesthesia			
PHS800D - PHS Advanced Distance Learning Part 1 (DL)			
PHS805D - PHS Advanced Distance Learning Part 2 (DL)			
PHS605C - eLearning Coaching for PHS Part 2 (eCLS)			
PHS805P - PHS Browser Enable Module			
HSM925E - Case Cards and Pick Tickets			
HSM930E - Surgical Journal			
HSM935E-A- Perioperative Chart			
HSM940D - Flowsheet Charting (DL)			
HSM101E - Resource Maps			
HSM105D Charge and Supply Adjustments (DL)			
HSM800D - HSM Applications Distance Learning (DL)			
HSM600C - eLearning Coaching for HSM Applications (eLCS)			
HBI800C - Horizon Business Insight for Surgical Analytics			
WSM100E - HSM System Management			
WSM105E - HSM System Maintenance and Security			
WSM800D - HSM System Administration Distance Learning (DL)			
WSM600C - eLearning Coaching for HSM System Administration - (eLCS)			

End User (Unlimited Access & Users for 1 year):			
PHS905E-A - PHS: Introduction to PHS - Prerequisite			
PHS910E - Single Appointment Scheduling-Resource Focused View			
PHS915E - Single Appointment Scheduling-Patient Focused View			
PHS920E - Scheduling Set and Group Appointments			
PHS925E - Appointment Management			
PHS930E - Patient Data Management			
PHS935E - Appointment Details			
PHS940E - Scheduling Conflicts			
PHS945E - Advanced Scheduling			
PHS950E - Waitlist, Inbox, and Confirmations			
PHS960E - Blocks and Visit Management			
PHS965E - Post Appointment Information and Reporting			
HSM920E - Introduction to Horizon Surgical Manager			
HSM925E - Case Cards and Pick Tickets			
HSM930E - Surgical Journal			
HSM935E-A- Perioperative Chart			
HSM940D - Flowsheet Charting (DL)			
HSM945E - HSM Reports			
1 Additional Years for End User WBT Package			
Note: Items Denoted with an asterisk ("**") are Exchangeable.			
Summary of Education Units			
Total Exchangeable Units (Customer Education Solutions Units):	0		
Total Non-Exchangeable Units (Implementation Training Units):	0		
Total Units:	0		

GENERAL ASSUMPTIONS

Services quoted are for McKesson Implementation Services only at the facilities listed below and any Implementation Services at Customer facilities other than those listed below must be quoted separately.

Contracting Entity Business Name: Riverside County Regional Medical Center

Implementation Services apply to the following Customer Facilities and no other:

Riverside County Regional Medical Center

Definitions:

Fixed Fee

Means any predetermined prevailing rate(s) charged by McKesson for the provision of Implementation Services set forth on the applicable contract.

Time and Materials Fees

McKesson's hourly prevailing rate(s) set forth on the applicable exhibit for providing Implementation Services multiplied by the actual (not estimated) hours or days spent by McKesson in providing Implementation Services, including all hours incurred by McKesson (both at Customer's site and at various McKesson sites, whether or not previously estimated) to perform the required Implementation Services, including tasks, administrative duties, status reports, problem analysis, attendance of meetings or telephone calls, and research of Customer questions and issues.

Time and Materials Hourly Bill Rate: \$139.20 / hour (\$174.00 / hour discounted 20.0%)

Such hourly rate shall be valid for twelve (12) months after this contract is executed or in accordance with the terms set forth in the Agreement, after which the McKesson current prevailing rate for that service level shall apply. McKesson may estimate the amount of hours and / or days necessary to provide the services; however, Customer will be responsible for the actual time spent by McKesson.

The following services in this agreement are considered Time and Materials:

Horizon Surgical Manager Consulting (Patient Assessment)

INTERFACE AND CONVERSION ASSUMPTIONS

Unless otherwise specifically listed in the Scope of Services, interface or data conversion services are not included in the Implementation Services pricing.

Pricing for interfaces to non-McKesson third-party systems assumes that Customer will work with third-party vendors to adapt the third-party interfaces to current McKesson interface specifications.

Pricing for interfaces and integration is provided without knowledge of the order of implementation of the Products. Once the implementation order is established, some interfaces may not be needed, while others not identified may be required. If additional interfaces not listed herein are determined by Customer to be required (and are Generally Available from McKesson), Additional Implementation Service Fees may be required.

All interfaces will activate no later than their related products, unless by mutual agreement of McKesson and Customer, or where specifically noted herein. If this is not the case, Additional Implementation Service Fees may be required.

Unless otherwise specifically stated in the Scope of Services pricing assumes all facilities will go live on interfaces concurrently. If this is not the case Additional Implementation Service Fees may apply.

Web-based Training - END USERS

Courseware access allows for unlimited Customer usage for a period of one year from the date WBT content is made available, unless otherwise noted.

McKesson WBT is designed to comply with SCORM v1.2 or higher Learning Management System (LMS) standards. Customer's LMS must support AICC HACP standards.

If Customer does not have a compliant LMS, McKesson will facilitate access to McKesson web-based training courses via McKesson's web hosting partner at no additional cost to the customer.

EPM / PMO ASSUMPTIONS

Program Management Office (PMO) senior-level project management services are not included. Additional project management services are appropriate and available for additional fees if the Customer will be deploying multiple applications requiring senior-level project management oversight. These PMO services can be quoted upon request.

Discounting

Implementation Service pricing includes a discount for the McKesson provided Implementation Services only.

Product-Specific Assumptions

HORIZON CLINICALS

The Horizon Clinical Implementation Methodology will be used to deliver the Services, which include on-site and remote activities. This Methodology includes activities that will be completed by a Project Manager, Technical Project Manager, Implementation Consultant, Interface Analyst and Technical Advisor. This Methodology must be used for Time and Materials and Fixed Fee contracts in order to meet quality standards for a project.

Horizon Surgical Manager

Customer does not currently have McKesson's Data Acquisition System (DAS) product installed.

Customer has McKesson's Data Acquisition System (DAS) product installed, but is installing an additional DAS server.

Customer may stagger department/facility Activations, but Activation support by McKesson resources is priced herein for the first Activation occurrence only. If additional Activation support services for subsequent Activations are desired, they should be requested with reasonable advance notice to McKesson, and Additional Service Fees will be required.

Customer will not exceed three hundred seventy-five (375) changes/adds/deletes to the HSM base Perioperative chart for all phases (50% of approximately 750 elements in the base chart). Additional services will apply if changes/adds/deletes exceed this amount.

Modifications requested by Customer to the format of the information in the Surgical Summary Report or the OR Chart Data interfaces beyond the operative records or including other reports Customer may have already have in place will need to be appropriately scoped and priced, and are not included in this Scope of Services. Once scoped and priced, these Services can be contracted for via a Sales Order from the McKesson Sales Center on either a Fixed Fee or Time and Materials basis.

Pricing assumes Advanced Methodology implementation which requires that Patient Tracking, Physiological Recording, and Base module be implemented and go-live simultaneously.

All HSM Periop charting phases (Pre-Op, Intra-Op, Post-Op, Phase2 Recovery) will be installed concurrently with initial implementation. Any modules that are not installed during the HSM implementation will require additional service fees to install at a future date.

Horizon Surgical Manager pricing assumes up to five (5) clinical interfaces.

Third Party Clinical Interfaces include the following: Inbound Home Medication, Inbound Medication Administration, Inbound Patient Assessment, Bi-Directional Allergies, Outbound Medication Administration, Outbound Chart Data.

McKesson Anesthesia Care

McKesson Anesthesia Care Interfaces pricing is included, covering 125 hours of services for up to 5 interfaces. End User Training Program requires that a super-user be present for all sessions or session will be cancelled. McKesson's standard training document will be used unless customer provides their training documentation two (2) weeks prior to the Session start date.

Clinical Workflow workshop includes two (2) weeks of consulting services.

If additional workstations are needed for McKesson Anesthesia Coding, implementation services will apply.

Clinical Procedure Resource Solutions

Concurrent "go-live" dates are required for all products within the bundled solution.

Base price includes 3 Alerts that will be created by McKesson during the implementation process. Additional services may be required if more than 3 alerts are needed.

Pricing assumes all of Customer's data is in a consistent format. Additional services may be required if data is in an inconsistent format.

**EXHIBIT C-1
EQUIPMENT & TECHNOLOGY SERVICES**

**Riverside County Regional Medical Center
Customer Number: 1043635
Opportunity Number: 1-10UIRN**

EQUIPMENT

Product No.	Product Description	Unit Price	Qty.	Extend List Pri
82000523	Horizon Surgical Manager, -Database Server-Dell-Windows	\$6,705	1	\$6,705
	<i>HSM/CPRS DB - Qty. (2) R710 2-Way server with 1x Quad Core processors, 12GB Memory, 3x 146GB SAS Internal Disk Drives, 2 x FC HBAs for SAN, OS = Customer to provide Windows Server 2008 SE(64bit), DBMS = Customer to provide SQL Server 2008 EE(64bit, 1</i>			
82007118	Horizon Surgical Manager-VMWare Server-Dell-VMWare ESX	\$36,191	1	\$36,191
	<i>HSM/MAC VMWare Hosts - Qty (2) - R710 2-Way server with 2 x Hex Core processors, 48GB Memory, 3 x 300GB SAS Internal Disk Drives, SAN required, 2 x FC HBAs for SAN attachment, OS = VMware ESX E Plus w/3yr Subscription, Customer to Provide Licensing for Guest Operating Systems</i>			
82000756	Warranty Uplift-Dell-Intel	\$8,316	1	\$8,316
	<i>Qty. 2 - 5yr 24x7x4 Dell Warranty Uplift</i>			
82000756	Warranty Uplift-Dell-Intel	\$8,316	1	\$8,316
	<i>Qty. 2 - 5yr 24x7x4 Dell Warranty Uplift</i>			
82005552	Multi-Application Solution: LS2208-SR20001R USB Scanner	\$298	5	\$1,490
	<i>Multi-Application Solution: LS2208-SR20001R USB Scanner</i>			
82008125	Multi-App-Solution-Zebra-GX420T	\$1,039	1	\$1,039
	<i>ZEBRA GX420T NETWORK THERMAL LABEL PRINTER</i>			
82005554	5-yr comprehensive from-start Bronze service, 3-day turn-around	\$125	5	\$750
	<i>5-yr comprehensive from-start Bronze service, 3-day turn-around</i>			
82008126	Warranty Up-Multi-App-Zebra-G-Series-Prtrs	\$172	1	\$172
	<i>Warranty Uplift</i>			
Equipment Total:				\$62,900

TECHNOLOGY

Product No.	Product Description	Unit Price	Qty.	Extend List Pri
74004909	CareBridge One-Time Services	\$1,000	1	\$1,000
74004906	CareBridge Extranet Connectivity Annual Fees		1	
74004905	CareBridge Business Partner Services Annual Fees		1	
86500077	System Staging Services for McKesson Anesthesia Care	\$4,535	1	\$4,535
	<i>Hardware Integration, Staging, and Delivery Coordination for 1 VMWare Host w/ VMs Running- 1 MAC DB Server, 1 MAC Interface Server, and 1 MAC Test Server.</i>			
86500051	System Staging Services for Horizon Surgical Manager	\$5,624	1	\$5,624
	<i>Hardware Integration, Staging, and Delivery Coordination for 2 HSM DBs, 1 VMWare Host w/VMs Running 1 HSM App, 1 HSM Web, 1 HSM HBI</i>			
73017131	SystemCare Bundle for RMG		1	
	<i>Systemcare Premium Coverage for HSM</i>			
73017131	SystemCare Bundle for RMG		1	

**EXHIBIT C-2
EQUIPMENT CONFIGURATION & RELATED PROFESSIONAL SERVICES**

Technology Services

Customer: Riverside County Regional Medical Center
Project: MAC v14.1, CPRS, HSM v15.0

Configuration Number: dchw28705.2r1
Customer Number: 1043635
Configuration Created: 3/25/2011
Quote Expires: 5/24/2011

Deal Ref: 28705
Project #: 1-10UIRN
Prepared for: Chris Delp
Prepared by: QRA System

Configuration Terms & Conditions

McKesson Solution Guarantee

For 1-year from the live date, if the Software does not perform in material compliance with the Documentation; and the non-compliance with the Documentation is a direct and proximate result of an Equipment specification or staging error on McKesson's part, then McKesson will procure and replace the non-conforming Equipment. This provision applies only to the Software versions specified in the Equipment configuration(s) and only for the performance sizing statistics provided by Customer. This provision will apply only on the express conditions that:

- (1) Customer licenses the Software and procures the McKesson-specified Equipment and all related Services solely from McKesson;
- (2) McKesson stages the Equipment including installing the Software;
- (3) Customer selects and uses a McKesson-certified storage area network;
- (4) Customer has fully satisfied its obligations regarding Implementation Services and is not otherwise in breach of this Agreement.

For avoidance of doubt, this provision does not apply to hardware malfunctions or defects, which are expressly excluded hereunder.

Additional Terms and Conditions

All configurations expire and are invalid sixty (60) days after they are originally created. After expiration, configurations must be re-created prior to contract. Expired configurations included in a contract are considered estimates only and are non-binding.

Travel expenses incurred by McKesson are not included in any of the Technology Services fees and will be billed as incurred.

Unless stated otherwise, all local and wide area network connectivity is the responsibility of the Customer.

Staging Services pricing is based on Customer procuring Equipment from McKesson.

If Customer procures Equipment from another vendor, Staging pricing will need to be based on Customer owned Equipment and pricing will be modified.

If Customer relies on this custom configuration to purchase equipment from a vendor other than McKesson, McKesson's sole obligation for configuration errors caused by McKesson is to allow Customer to purchase from McKesson, at McKesson's direct cost, the additional equipment required to correct the error.

**EXHIBIT C-2
EQUIPMENT TERMS**

Technology Services

Customer: Riverside County Regional Medical Center
Project: McKesson Anesthesia Care v14.1

Applications Supported

This solution assumes....

Rules Version	4.2.0
Will you be providing your own rack with accessories?	Yes
Do you want McKesson to provide Microsoft CALs per user?	No
What is your preferred Intel hardware Vendor?	Dell
Total number of Pre-OP/PACU/OR workstations	14
Has Product Development authorized custom sizing?	Yes
Include Microsoft licenses for Windows based products ?	No
Do you have Enterprise HBI or Limited license HBI for HSM ?	Yes
Do you want to utilize VMWare consolidation for McKesson Anesthesia Care ?	Yes

Configuration Notes

This configuration has been sized based upon the customer statistics provided and the McKesson application specified. Such configuration will accommodate two (2) years of growth within this version of the application, and is not valid for any other application, version or statistics.

Customer to provide Uninterruptible Power Supply (UPS) for the systems configured herein.

Configuration is limited to datacenter servers only. Additional 3rd party vendor items including workstations, monitors, wall mounts, carts, or other end-user items are managed through the services team.

Tape backup is to be provided by the customer.

If a virtualized solution is chosen please note the current implementation does not account for the Virtual Center/License server that is required to take advantage of advanced features like VMotion, DRS, HA, resource pooling, and central management and administration. The Virtual Center /License server and software is not included and not part of our base solution. This will require custom additions such as hardware, licensing (OS, DB, Virtual Center, etc.), SAN/Array space, etc. Contact your McKesson Corp. (TE) representative for specifics.

McKesson Anesthesia Care SAN Requirements

RAID 1 – 10 GB (Logs)
RAID 5 – 140 GB (DATA)
RAID 5 – 140 GB (Backup)

McKesson Anesthesia Care SAN Requirements for VMWare
RAID 5 – 280 GB

**EXHIBIT C-2
EQUIPMENT TERMS**

Technology Services

Customer: Riverside County Regional Medical Center
Project: Horizon Surgical Manager v15.0

Applications Supported

This solution assumes....

Rules Version	5.2.0
Is this hardware proposal for HTM only, HSM only or Both ?	Both
Do you want to use VMWare consolidation for HSM where possible?	Yes
Do you plan to use an Enterprise HBI server with HSM ?	no
Include Microsoft licenses for Windows based products ?	No
Do you want McKesson to provide Microsoft CALs per user?	No
Has Product Development authorized custom sizing?	Yes
What is your preferred Intel hardware Vendor?	Dell
Total number of Patient Tracking monitors that will be connected.	7
Select the Horizon Surgical Manager module(s) needed:	HSM Base,Inventory Control, Patient Tracking, Perioperative Charting
Estimated anticipated case growth over the next 3 years	5% - Light
Number of Pre-Op workstations using Horizon Surgical Manager?	14
Number of PACU workstations using Horizon Surgical Manager?	15
Is this configuration for Horizon Surgical Manager (HSM) Stand Alone or for HSM with a separate enterprise wide Pathways Healthcare Scheduling (PHS) system?	HSM Stand Alone
Number of operating rooms that will be charting using Horizon Surgical Manager?	12
Will you be providing your own rack with accessories?	Yes
Is the customer purchasing CPRS for a virtualized environment?	Yes

Configuration Notes

This configuration has been sized based upon the customer statistics provided and the McKesson application specified. Such configuration will accommodate two (2) years of growth within this version of the application, and is not valid for any other application, version or statistics.

Customer to provide Uninterruptible Power Supply (UPS) for the systems configured herein.

HSM utilizes HBI for it's business intelligence reporting. The customer may elect to use an Enterprise HBI server for this functionality instead of the stand-alone HBI Server. Alternatively a customer may elect to purchase/deploy a stand-alone HBI server for the department even though they may already have an Enterprise HBI system.

Tape backup is to be provided by the customer.

Horizon Surgical Manager VMWare SAN Requirements
One RAID 5 LUN totaling 310GB usable storage

Horizon Surgical Manager SAN Requirements
One RAID 10 LUN totaling 267GB usable storage
One RAID 5 LUN totaling 267GB usable storage
One RAID 5 LUN totaling 668GB usable storage

**EXHIBIT C-2
EQUIPMENT CONFIGURATION & RELATED PROFESSIONAL SERVICES**

Technology Services

Customer:	Riverside County Regional Medical Center		
Project:	MSOWD v1.0		
Configuration Number:	30301..3	Deal Ref:	1431755-41745
Customer Number:	1043635	Project #:	1-10UIRN
Configuration Created:	3/25/2011	Prepared for:	Chris Delp
Quote Expires:	5/24/2011	Prepared by:	Chris Delp

Configuration Terms & Conditions

McKesson Solution Guarantee

For 1-year from the live date, if the Software does not perform in material compliance with the the non-compliance with the Documentation is a direct and proximate result of an Equipment specification error on McKesson's part, then McKesson will procure and replace the non-conforming Equipment. This applies only to the Software versions specified in the Equipment configuration(s) and only for the statistics provided by Customer. This provision will apply only on the express conditions that:

- (1) Customer licenses the Software and procures the McKesson-specified Equipment and all related from McKesson;
- (2) McKesson stages the Equipment including installing the Software;
- (3) Customer selects and uses a McKesson-certified storage area network;
- (4) Customer has fully satisfied its obligations regarding Implementation Services and is not otherwise in this Agreement.

For avoidance of doubt, this provision does not apply to hardware malfunctions or defects, which are excluded hereunder.

Additional Terms and Conditions

All configurations expire and are invalid sixty (60) days after they are originally created. After expiration, configurations must be re-created prior to contract. Expired configurations included in a contract are estimates only and are non-binding.

Travel expenses incurred by McKesson are not included in any of the Technology Services fees and will incurred.

Unless stated otherwise, all local and wide area network connectivity is the responsibility of the Customer.

Staging Services pricing is based on Customer procuring Equipment from McKesson. If Customer procures Equipment from another vendor, Staging pricing will need to be based on Customer Equipment and pricing will be modified.

If Customer relies on this custom configuration to purchase equipment from a vendor other than McKesson's sole obligation for configuration errors caused by McKesson is to allow Customer to purchase McKesson, at McKesson's direct cost, the additional equipment required to correct the error.

**EXHIBIT C-2
EQUIPMENT TERMS**

Technology Services

Customer: Riverside County Regional Medical Center
Project: MSO Wireless Devices v1.0

Applications Supported

This solution assumes....

Rules Version	1.7.2
Enter the quantity of CPRS Labels for the Zebra GX420t	0
If Clinical Procedure Resource Solutions Tissue Manager (Formerly: SafeNet) = Yes	1
then enter qty of GX420t Printers:	
Clinical Procedure Resource Solutions Tissue Manager (Formerly: SafeNet):	Yes
If Clinical Procedure Resource Solutions Tissue Manager (Formerly: SafeNet) =	5
Yes, then enter qty of Symbol LS2208 scanners	

Configuration Notes

Equipment included in this quote is McKesson specific and built to order, please allow 3-4 weeks for delivery.

EXHIBIT C-3

TECHNOLOGY SERVICES TERMS

SECTION 1: TECHNOLOGY SERVICES

1.1 Term. Customer's right to use the Technology Services begins on the OF Effective Date and ends at the expiration of the term identified in the Fees Summary of this Order Form ("**Initial TSG Term**"). Following the expiration of the Initial TSG Term, and subject to Customer's payment of the applicable fees, Customer's right to use to the Technology Services shall continue for successive, automatically renewable one year periods ("**TSG Renewal Terms**"), unless either party provides the other party with written notice of termination pursuant to Section 1.2 below. The first date Technology Services are provided to Customer is the Start Date ("**Start Date**").

1.2 Termination.

1.2.1 Termination by Customer. After the Initial Term, Customer may terminate the Technology Services upon 60 days' prior written notice to McKesson. Any other termination or change in Technology Services by Customer may result in a maximum 10% payment by Customer for the terminated or changed Order Form.

1.2.2 Termination by McKesson. After the first anniversary of the OF Effective Date, McKesson may discontinue the Technology Services provided herein upon 90 days' prior written notice to Customer.

1.3 Effect of Termination. Immediately following termination of any Technology Services, Customer will permit McKesson to remove any Software, whether McKesson developed or Third Party Software, and CareBridge Equipment (as defined below) from Customer's operating environment which was provided by McKesson as part of the Technology Services and used solely for provision of the Technology Services. Customer does not retain a license to use any such Software following termination of the Technology Services.

1.4 Additional Terms for SystemCare Services.

1.4.1 Notwithstanding Section 1.2.1 above, no termination payment will be incurred if the SystemCare Services are modified due to either (a) hardware replacement to transition from one platform to another or (b) removal of hardware from active service; provided that any modification is set forth in an amendment to this Order Form that is executed at least 60 days prior to the effective date of such modification.

1.5 Additional Terms for CareBridge Services

1.5.1 Any fees payable on a monthly basis will commence on the earlier of (a) the first date the CareBridge Services are available for use by Customer or (b) the first date the CareBridge Services would have been available for use by Customer but for Customer delays.

1.5.2 Any equipment installed by McKesson at Customer's designated site for use in connection with the provision of CareBridge™ Secure Extranet Services ("**CareBridge Equipment**") is for the sole use of McKesson. The CareBridge Equipment at all times will remain the property of McKesson (or its supplier) and will not be deemed a fixture for any purpose whatsoever. No right, title, or interest in or to the CareBridge Equipment will be conveyed to Customer as a result of the MA or this Order Form. Customer will not alter the CareBridge Equipment in any manner, move the CareBridge Equipment to any other location, or transfer the CareBridge Equipment to any third party, without the prior written approval of McKesson. Customer will keep the CareBridge Equipment free from all liens, charges, or encumbrances. Customer will affix and keep in a prominent place on the CareBridge Equipment any marking or label required by McKesson. Customer will be solely responsible for the cost of any

alterations to Customer's designated site that may be required in order to accommodate the installation of the CareBridge Equipment. Customer will be responsible for any loss or damage to the CareBridge Equipment caused by Customer's employees or agents. Customer will permit McKesson to inspect, install, maintain and prepare for return of the CareBridge Equipment. Customer will use reasonable efforts, at no cost to McKesson, to protect the CareBridge Equipment from theft, loss, damage, or misuse.

1.5.3 Customer will not contest the enforceability of any "click-wrap" license agreement provided with any CareBridge Equipment or Software, or through which any CareBridge Equipment or Software is ordered.

1.5.4 McKesson may update the terms of any CareBridge™ Secure Extranet Services by updating its standard "Service Descriptions," which McKesson shall publish on its website at www.carebridge.net (the "**CareBridge Site**"). In addition, Customer's use of the CareBridge Services will be subject to the Acceptable use Policy available at the CareBridge Site.

McKesson may include Customer's name in a published directory of customers using CareBridge™ Secure Extranet Services in order to promote customer-to-customer connectivity.

DESCRIPTION OF SYSTEMCARE SERVICE BUNDLES

1. **General.** SystemCare Service Bundles (the "SystemCare Services") are fixed-fee services that provide proactive monitoring of all servers included in the application configuration as defined above. The features of the SystemCare Services vary based on the function of the server.
2. **Service Features.** SystemCare support contracting includes a variety of services for covered server(s), offered on a graduated coverage scale of Proactive and Reactive. McKesson's responsibilities based on type of server are set forth below:

Service Features – All Servers

Enhanced support (24x7). All customers receive basic phone support via toll free number during normal McKesson business hours (8a-8p Eastern). Support hours are expanded to 24 hours a day, 7 days a week as part of this agreement. Calls that are determined to be non-critical should be placed during normal business hours but calls that the customer determines to be critical will be handled 24x7. *(Critical Calls are those that are determined to be causing end-user downtime or problems that are severely impacting mission critical systems.)*

Remote access support. Dial in or log in to systems will be performed on issues that are critical in nature or require examination of the affected area to determine the problem. Basic Support for all other issues will provide the customer with telephone consultation only. Support requires connectivity via McKesson's Care Bridge (formerly the VAN).

Problem ownership and escalation. McKesson will coordinate and escalate issues to the appropriate support group within McKesson if the issue is determined to be outside the area of expertise and responsibility covered by this Exhibit.

Named resource. McKesson will provide the customer with a primary operating system contact for initial reporting of issues and problems during normal business hours.

Configuration assistance. McKesson will assist the customer with coordination and performance of host configuration changes with application support and vendors. Included are:

- OS Kernel parameter changes
- Disk Mirroring
- Configuring new hardware to the OS *(the OS must recognize the hardware first)*

Migration to new host hardware is not covered by SystemCare Services.

Change Management

- **Participation** – McKesson will provide Customer with documentation detailing proposed database changes and will be available to sponsor those changes in client change control sessions.

Availability reporting. Customers will receive a monthly document, generated by McKesson, that will provide system event statistics including topics such as:

- Case Status
- Outstanding Issues
- Notification of errors/resolutions detected by monitoring tools
- Database utilization statistics
- Trending information
- Analysis and recommendations
- Disk space utilization
- Memory utilization
- CPU utilization

System Monitoring. McKesson will use toolkits that provide near real-time information on customer hosts to allow for 24x7 monitoring and problem resolution to critical errors. Examples of Monitored events include:

- Database Server Status
- Oracle file system Capacity
- Oracle Tablespace Capacity
- Object Growth Capability (Extents)
- Archive Device Capacity
- Database Backup Status
- Database Communication Port Status
- Database Link Status
- Redo Log Status
- CPU Utilization statistics
- Disk Utilization statistics
- File System Capacity statistics
- System Logs errors
- Memory Utilization statistics

Provide Database Administration functionality. McKesson will provide remote database administration. The following database administration duties are included as part of the support:

- Daily Tasks:
 - Review database output log files for errors
 - Check database backup log files
 - Check database maintenance log files
 - Monitor and address, if needed, database space utilization

- Other Activities (performed as needed):
 - Database software upgrades (*when certified by the application provider group*)
 - Database recovery assistance
 - Troubleshooting database issues
 - Initial server assessment

Provide Operating System Administration functionality. McKesson will provide remote system administration. The following system administration duties are included as part of the support:

- Daily activities include:
 - Review operating system error logs
 - Read and maintain administrative mail files
 - Review operating system backup log files
 - Collect and review host system performance
 - Monitor and maintain O/S file systems
 - Monitor system resources

- Other Activities include:
 - Initial assessment of host system
 - Troubleshooting Operating System issues
 - Apply operating system patches (*where directed by the application or as needed*)
 - Plan and perform operating system upgrade (*where directed by the application*)
 - Set tunable kernel parameters as required (*where directed by the application*)
 - Provide operating system recovery efforts and assistance
 - Engage operating system vendor(s) on behalf of the client

* Database Servers for Horizon BloodBank will only have the operating system monitored, not the Database.

Service Features – Application/Report Servers

Provide Operating System Administration functionality. McKesson will provide remote system administration. The following system administration duties are included as part of the support:

- Daily activities include:
 - Review operating system error logs
 - Read and maintain administrative mail files
 - Review operating system backup log files
 - Collect and review host system performance
 - Monitor and maintain O/S file systems
 - Monitor system resources
- Other Activities include:
 - Initial assessment of host system
 - Troubleshooting Operating System issues
 - Apply operating system patches (*where directed by the application or as needed*)
 - Plan and perform operating system upgrade (*where directed by the application*)
 - Set tunable kernel parameters as required (*where directed by the application*)
 - Provide operating system recovery efforts and assistance
 - Engage operating system vendor(s) on behalf of the client

3. Additional Responsibilities of McKesson.

3.1. McKesson will coordinate for system access across the McKesson Value Added Network for the services set forth below.

3.2. The SystemCare Services will include deployment of third party monitoring software and proprietary knowledge modules.

4. Responsibilities of Customer. The following table defines customer responsibilities according to the contracted level of support.

Customer Responsibility

Provide System Operations functionality. Customer is responsible for ensuring that level one administration tasks are performed. Examples are user adds, moves, and changes. Also, Customer must perform all system operation tasks (e.g., changing of backup tapes) and ensure that there is an environment conducive to the stability of the host system.

Provide single point of contact for escalation. Customer will provide product and platform knowledgeable resource to work with McKesson resources to resolve issues.

Maintain telecommunications capability access. Support requires connectivity via McKesson's Care Bridge (formerly the VAN) service. UNIX systems will be accessed via telnet and Xwindows tools. Windows servers will be accessed via PCAnywhere or RDP. FTP access is required and will be used for all systems.

Allow system access to McKesson and Third Party support personnel. Customer will provide appropriate access to systems including hardware, database, network, and application software.

Customer Responsibility

Current hardware and software licensing and maintenance not covered by this agreement.

Customer is required to maintain valid maintenance agreements for equipment and software covered under this Exhibit.

Maintain current firmware. Firmware updates for all hardware is not included in this Exhibit. It is the responsibility of Customer to purchase the services from the hardware vendor for all updates.

Responsible for all data, including backup and recovery. Customer is responsible for maintaining up-to-date systems, applications and database backups

Provide suitable work environment for onsite McKesson employees. Customer agrees to provide an acceptable work environment for work being performed on site including desk, outside phone line, power and network access where needed.

Maintain education level and certification. Customer must maintain a basic system administrator education level among their primary support contacts.

Change Management. Customer is responsible for managing changes to the environment that affects services or products being provided. Any changes to software or hardware that could affect the performance of solutions included in this Exhibit should be communicated with McKesson.

5. Support Procedures. Customer may call the Technology Services Support Center to open a support case or enter the case via the McKesson web-based support application. Detailed procedures for obtaining support and fulfillment of McKesson obligations under this Exhibit will be covered during the kickoff call.

Table 1

SYSTEMCARE SUPPORT EXHIBIT

SCHEDULE OF CONTRACTED SYSTEMS

CUSTOMER NUMBER: 1043635 CUSTOMER NAME: Riverside County Regional Medical Center

Material Number	Material Name	Application	CPU Hardware Manufacturer and Model #	Start Date	Contract Term	Annual Fee	Billing Terms
73017131	SYSTEMCARE BUNDLE FOR RMG	MAC v14.1	TBD	FPU	1+ auto	\$20,000	Annual

- 1 SYSTEMCARE FOR DB SQL SERVER PREMIUM
- 1 SYSTEMCARE FOR WINDOWS SERVER PREMIUM

Material Number	Material Name	Application	CPU Hardware Manufacturer and Model #	Start Date	Contract Term	Annual Fee	Billing Terms
73017131	SYSTEMCARE BUNDLE FOR RMG	HSM v15.0	TBD	FPU	1+ auto	\$29,000	Annual

- 1 SYSTEMCARE FOR DB SQL SERVER PREMIUM
- 1 SYSTEMCARE FOR WINDOWS SERVER PREMIUM
- 3 SYSTEMCARE FOR PREMIUM - Additional Server

Notes:

McKesson Systemcare can not provide Coverage for CPRS, the CPRS Database has been excluded.

EXHIBIT C-3-2 CareBridge Services & Pricing Detail

Date: September 07, 2010
Contract: 1-10UIRN
Customer: Riverside County 1043635

One-time Services

Product #	Description	Unit Price	Qty	Net Price
74004909	Extranet VPN Service - Install	1,000.00	1	1,000.00
74004909	Enable Session Access Manager	Included	1	Included

=====

Total One-time Services \$1,000.00

Recurring Services

Product #	Description	Monthly Unit Price	Qty	Monthly Net Price	Yearly Net Price
74004906	Extranet VPN - Customer Gateway	150.00	1	150.00	1,800.00
74004905	Session Access Manager over VPN	175.00	1	175.00	2,100.00

=====

Total Recurring Services \$325.00 \$3,900.00

NOTE: All amounts shown in US dollars.

=====

Total CareBridge Services \$4,900.00

Terms:

- The Initial Term for the Services listed on this contract is 1 year.
- Yearly amounts will be billed as monthly installments.
- One Time Services will be billed 100% upon contract signature.
- Actual amount billed will be the Unit Price times the actual quantity of units activated or used.
- Unless specified otherwise on applicable Service Descriptions, customer may be charged for Service Configuration Changes at the then-current rate.
- Service descriptions for CareBridge services are provided on attached Supplements and are also available at www.carebridge.net.

CAREBRIDGE EXHIBIT TO CONTRACT SUPPLEMENT NO. 1-10UIRN

CareBridge Terms & Conditions

McKesson will provide CareBridge services to Customer (the "**CareBridge Services**") in accordance with the following terms and conditions.

1. CareBridge Services. The CareBridge Services to be provided by McKesson will be described in one or more supplements to this Exhibit (each a "**Supplement**"). Each Supplement will specify the (i) CareBridge Services to be provided, (ii) any computer hardware and software to be provided by McKesson for use in receiving the CareBridge Services (the "**CareBridge Equipment**"), and (iii) other terms and conditions. Any future Supplement(s) will be executed by both McKesson and Customer and will be attached to and made a part of this Exhibit, such that all terms and conditions set forth herein shall apply to each such Supplement. In the event of a conflict between this Exhibit and a particular Supplement, the terms of the Supplement shall govern. Any charges payable on a monthly basis (as noted in the applicable Supplement) shall commence on the earlier of (i) the date the CareBridge Services are available for use by Customer or (ii) in the case of delays caused by Customer, the date the CareBridge Services would have been available for use by Customer. In the event that Services are provided prior to execution of a Supplement, Customer agrees to pay McKesson for such Services at the then-current rate. Customer will not resell the CareBridge Services without McKesson's prior written consent, which will not be unreasonably withheld. McKesson may publish a directory of customers using CareBridge Services in order to promote customer-to-customer connectivity, and Customer hereby consents to the inclusion of Customer's name in any such directory.
2. Term. This Exhibit shall be effective as of the Contract Supplement Effective Date and shall continue until the earlier of (i) termination by either party pursuant to Section 3 or (ii) the expiration or termination of all Supplements to this Exhibit. The initial term of each Supplement shall be for twelve (12) months (unless otherwise stated in a particular Supplement), commencing on the effective date of the applicable Supplement (the "**Initial Term**" for each Supplement). Following the expiration of the Initial Term for a Supplement, and subject to Customer's payment of all applicable fees, the term of such Supplement shall continue for successive, automatically renewable one (1) month periods ("**Renewal Terms**").
3. Termination. Customer may terminate any Supplement after its Initial Term by written notice delivered to McKesson not less than sixty (60) days prior to the effective date of termination. In the event that McKesson does not provide the CareBridge Services in a manner and quality reasonably comparable to other providers of such services, Customer shall notify McKesson, and if McKesson fails to remedy the service problems identified in such notice within fifteen (15) days then Customer may immediately terminate any affected Supplements upon delivery of written notice to McKesson. McKesson reserves the right to (i) suspend provision of the CareBridge Services for nonpayment of sums owed to McKesson which are undisputed and sixty (60) days or more past due; and (ii) after the first twelve (12) months of any Supplement, discontinue the CareBridge Services set forth in that Supplement by written notice delivered to Customer not less than ninety (90) days prior to the date of termination.
4. Responsibilities of McKesson. McKesson will perform the following tasks:
 - (a) provide the CareBridge Services as described in this Exhibit and any Supplements; and
 - (b) use diligent efforts to grant access to Customer's network only to those third parties authorized by Customer in writing.

5. Responsibilities of Customer. Customer will perform the following tasks:

- (a) provide McKesson with information about, and access to, Customer's operating environment as may reasonably be requested by McKesson from time to time in order to enable McKesson to provide the CareBridge Services;
- (b) install, configure, and maintain the operating environment specified on any Supplement and any third party products or services necessary to utilize the CareBridge Services;
- (c) monitor and control the use by authorized business partners of Customer's data as well as Customer's use of business partner's data;
- (d) designate a representative of Customer to be the technical contact for McKesson in connection with delivery of the CareBridge Services; and
- (e) abide by the CareBridge Acceptable Use Policy set forth at www.carebridge.net/aup.

6. Equipment & Software.

6.1. Any CareBridge Equipment installed at Customer's designated site shall be for the sole use of McKesson. The CareBridge Equipment shall at all times remain the property of McKesson (or its supplier) and shall not be deemed a fixture for any purpose whatsoever. No right, title, or interest in or to the CareBridge Equipment shall be conveyed to Customer as a result of this Exhibit or any Supplement. Customer shall not alter the CareBridge Equipment in any manner, move the CareBridge Equipment to any other location, or transfer the CareBridge Equipment to any third party, without the prior written approval of McKesson. Customer shall keep the CareBridge Equipment free from all liens, charges, or encumbrances. Customer agrees to affix and keep in a prominent place on the CareBridge Equipment any marking or label required by McKesson.

6.2. The cost of any alterations to Customer's designated site which may be required in order to accommodate the installation of the CareBridge Equipment shall be borne by Customer.

6.3. Customer shall be responsible for loss or damage to the CareBridge Equipment caused by any negligent act of Customer's employees and/or agents. Customer shall provide McKesson with all assistance reasonably necessary to permit McKesson to perform inspection, installation, and preparation for return and/or maintenance of the CareBridge Equipment as required pursuant to this Exhibit or any Supplement. Customer shall use reasonable efforts, at no cost to McKesson, to protect the CareBridge Equipment from theft, loss, damage, or misuse. Immediately following termination of this Contract Supplement or the applicable Supplement, Customer shall return the CareBridge Equipment to McKesson or permit McKesson or its designee to remove the CareBridge Equipment.

6.4. Customer agrees not to contest the enforceability of any "click-wrap" license agreement provided with any CareBridge Equipment or software or through which any CareBridge Equipment or software is ordered.

7. Limitation of Liability. MCKESSON'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO MCKESSON FOR THE CAREBRIDGE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. Customer acknowledges that the foregoing limitations of liability represent bargained for allocations of risk, and that McKesson's fees, charges, and costs hereunder represent the allocations of such risk. This Section shall survive termination or expiration of this Exhibit or any Supplement.

8. Scope. Unless expressly stated otherwise in writing between the parties, the provisions of this Exhibit shall govern all CareBridge software, services, and/or equipment provided by McKesson to Customer during the term of this Exhibit whether or not provided expressly pursuant this Exhibit. McKesson may update any Supplement to this Exhibit upon ninety (90) days written notice to Customer. McKesson may also update the terms of any CareBridge Services by updating its standard "Service Descriptions," which McKesson shall publish on its website www.carebridge.net.

SUPPLEMENT TO CAREBRIDGE EXHIBIT

Service Description for Extranet VPN Service, Customer Owned Equipment Effective 08/16/2010

This Supplement will be strictly governed by the CareBridge Exhibit between McKesson and Customer.

1. **Service.** McKesson provides a LAN to LAN VPN connection between the McKesson backbone network ("*CareBridge Backbone*") and Customer's designated location for use by Customer's organization. Such service includes the VPN Gateway ("*VPNG*") provided by the customer. The VPNG will be connected to Customer's network and Customer's Internet connection. The VPNG will establish an encrypted tunnel session to the CareBridge Backbone for the purpose of using the CareBridge Service. The standard configuration for this service includes two Ethernet interfaces and handles the IP protocol.

Customer's data transmitted on the CareBridge Backbone, as well as the IP address assigned to the VPNG, must utilize IP network numbers registered to Customer with the Internet Assigned Numbers Authority. Upon the request of Customer, McKesson will provide Customer with one sub-class "C" equivalent IP network number for use with the CareBridge Service. Such number can be used in conjunction with CareBridge Service, but may not be used to directly access the Internet except through the CareBridge Services. Upon termination of this Supplement, Customer shall no longer use the IP network number provided hereunder.

2. **Additional Responsibilities of McKesson.**

2.1 McKesson may assist in the configuration of the customer owned VPNG and testing the VPN connection to the CareBridge Backbone after installation.

2.2 If Customer uses the VPNG-based Network Address Translation ("NAT") option, McKesson Support may assist customer with adds and deletions to the customer IP address mapping in the VPNG configuration upon customer request. Except for the initial charge for such option, there are no additional charges for these change requests.

2.3 McKesson will co-manage the VPN connection with customer assistance, and communicate as necessary with Customer in case of disruption of the CareBridge Service.

3. **Additional Responsibilities of Customer.**

3.1 Customer will provide an Internet connection to which the VPNG is connected. The Internet connection must have sufficient available bandwidth for the CareBridge Services being used. Customer's Internet Service Provider must allow the IPsec protocol to flow between the Customer's VPNG and the McKesson VPNG. Customer will assign one static IP address from the allocation provided by Customer's Internet Service Provider to the VPNG Internet interface.

3.2 Customer must use an approved commercially available firewall to connect Customer's network to the Internet, with the firewall limiting inbound access to generally acceptable, non-threatening IP traffic. For purposes of this Subparagraph 3.2, a router, with or without special filters, is not considered an approved commercially available firewall.

3.3 Customer is responsible for installing and maintaining its local configuration, devices, and associated application software.

3.4 Customer will diagnose and correct any problems with their Internet connection upon Customer or McKesson determining that CareBridge Services are disrupted.

3.5 Customer will periodically review utilization of their Internet connection to insure there is sufficient bandwidth for CareBridge Services being used by Customer.

3.6 Customer shall indemnify, defend and hold harmless McKesson from all liability, costs and expenses arising from Customer's use of the CareBridge Service. McKesson shall have no liability for Customer's use of any and all third party services (databases and applications).

SUPPLEMENT TO CAREBRIDGE EXHIBIT

Service Description for Session Access Manager Using Extranet VPN Service Effective 08/16/2010

This Supplement will be strictly governed by the CareBridge Exhibit between McKesson and Customer.

1. **Service.** McKesson provides a firewall system that controls access by Customer's Business Partners to Customer's systems. Business Partner's Users ("Users") must authenticate to Session Access Manager ("SAM"), request connectivity to a specific Customer system, and then access Customer's system using User's standard access tools. Because SAM is a component of the CareBridge backbone network, both Customer and Business Partner must use a CareBridge Connectivity Service to access SAM.

Customer's Business Partner is responsible for administering userids for their users, according to Business Partner's policies and procedures. Customer defines and identifies their systems Users may access through SAM.

2. **Additional Responsibilities of McKesson.**

2.1 McKesson will configure and manage the CareBridge systems that provide the Session Access Manager Service.

2.2 McKesson support will add and delete Customer system definitions in SAM upon customer request. There are no additional charges for these change requests.

2.3 By request, McKesson will provide a management report to Customer detailing the connections Business Partner's Users have made to Customer's systems through SAM. Reporting detail in SAM's database is kept for a minimum of one month. These reports are available at no additional charge.

3. **Additional Responsibilities of Customer.**

3.1 Customer will enable and maintain its network and systems to handle the communications protocols used by Business Partner to access Customer systems.

3.2 Customer will consult directly with Business Partner regarding Business Partner's security policies, procedures and controls, regarding their use of SAM and any other methods Business Partner uses to access Customer's systems.

3.3 Since the McKesson CareBridge Extranet VPN Service uses the Internet for data communications and the Internet is not subject to management controls, McKesson cannot be responsible for the completion of implementation, upgrade and support services that utilize the Extranet VPN Service to perform their work to the extent that the Internet connectivity is unavailable or impaired.

CAREBRIDGE ACCEPTABLE USE POLICY

Effective 8/16/2010

CareBridge's Acceptable Use Policy ("AUP") is designed to help protect CareBridge and CareBridge customers from irresponsible, inappropriate and illegal activities. The Policy is a non-exclusive list of customer responsibilities while using CareBridge services. CareBridge reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to <http://carebridge.net/aup>.

Throughout this policy, when we speak of CareBridge services or network, we mean to include CareBridge systems, networks, services, facilities, and data, plus those of all customers attached to the CareBridge network.

This policy applies to all customers using CareBridge services or accessing other organization's systems or services through the CareBridge network. Customers are responsible for all users that use CareBridge services through customer's CareBridge data line or other CareBridge access points or through CareBridge userids assigned to customer.

Your responsibilities

CareBridge services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

The CareBridge network may not be probed or scanned to determine system accessibility, configuration, identification, or vulnerabilities. All information regarding the CareBridge network configuration is confidential.

Violations of network functionality or system security are prohibited, and may result in criminal and civil liability. Network functionality violations include doing anything that adversely affects the ability of others to use CareBridge services. Examples of security violations include, without limitation, unauthorized access to or use of any component of the CareBridge network or data, any interference with the proper functioning of any component of the CareBridge network, unauthorized monitoring of data, and using any CareBridge components or data without permission.

Customer's users may not misrepresent their identity while using CareBridge services. This includes using somebody else's userid, using email sender addresses other than one's own, and using source IP addresses other than one's own.

All users must protect the passwords of userids allowing them access to CareBridge services or network.

The CareBridge network may not be used to send unsolicited mail messages, including without limitation, unsolicited commercial or bulk email. In addition, customer's users shall not use another site's mail server to relay mail with out the express written permission of that site.

You will treat any data you obtain through the CareBridge network with the level of care equal to or greater than that 1) identified in writing to Customer by the data's owner, 2) defined by your policies toward similar data of your own, and 3) defined by federal and state laws.

If we determine that violations of this AUP occur, we reserve the right to terminate services with or take action to stop the offending customer from violating the AUP as we deem appropriate, without notice. CareBridge will investigate incidents involving such violations and may involve and will cooperate with law enforcement if criminal violation is suspected. This policy does not supersede any contracts you may have with other CareBridge customers that define how you may access and use that customer's systems or data.

Please report any Policy violations to security@carebridge.net.

EXHIBIT D-1

ADDITIONAL TERMS

The following terms and conditions apply only to the Products and Services provided under this Order Form.

SECTION 1: TERM SOFTWARE

1.1 Unless otherwise specified herein, Customer's right to use the term Software begins on the OF Effective Date and ends at the expiration of the term identified in Exhibit A-1 or A-2 of this Order Form. Following the expiration of the Term License, and subject to Customer's payment of the applicable fees, Customer's right to use to the term Software shall continue for successive, automatically renewable one year periods, unless either party provides the other party with written notice of termination no less than 180 days prior to the end of the applicable term.

1.2 Fees payable during any renewal period will be at the prevailing rate.

SECTION 2: MCKESSON ANESTHESIA CARE SOFTWARE

Customer acknowledges that use of the HeloCom Anesthesia Workstation requires Customer to obtain required hardware directly from HeloCom, LLC.

SECTION 3: THIRD PARTY TERMS AND CONDITIONS

3.1 Customer agrees to the applicable Third Party terms and conditions, if any, as set forth at <http://customerportal.mckesson.com>, which Customer may access using the following confidential login information:

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

SECTION 4: MANNER OF SOFTWARE DELIVERY

At Customer's request, delivery of Software, including Software provided as part of McKesson's Software Maintenance Services, shall be delivered by either of the following two methods, and by no other method unless specified in writing by Customer, provided that McKesson provides such delivery to its customers in general: a. electronic download; or b. a load-and-leave procedure, under which McKesson shall promptly install the Software on Customer's computer permanent storage and immediately thereafter remove from Customer's site the McKesson-supplied media from which the Software was installed. The parties agree that should McKesson not deliver the Software in accordance herewith, it will use reasonable efforts to communicate this to Customer in advance. Following the load and leave Software transfer, Exhibit A-5 shall be signed and dated by the McKesson representative performing the load and leave and countersigned and dated by the authorized Customer representative involved in the transfer. Customer shall send the original countersigned Exhibit A-5 to McKesson and retain a copy for audit purposes. In addition, Customer shall indemnify McKesson for any taxes, interest or penalty assessed against McKesson, based on the disallowance of Customer's exemption from sales taxes due to charges under this Agreement.

SECTION 5: ASSUMPTIONS

The pricing provided in this Order Form is currently priced using the Customer's assumptions listed in Exhibit. A-1. If Customer's measurements should increase then additional fees for Implementation Services, Equipment and Third Party Software may be incurred.

SECTION 6: SOFTWARE MAINTENANCE SERVICES

Unless otherwise set forth in the respective Product Schedule or Order Form, the initial term for Software Maintenance Services (the "**Initial SWM Term**") begins on the applicable Order Form Effective Date and continues (i) for Perpetual Software licenses, for five years, and (ii) for Term Software licenses, for the initial term as set forth in the Order Form. For Perpetual Software licenses, the Initial SWM Term will automatically renew for successive one year periods, unless either party provides the other with written notice of termination of Software Maintenance Services no less than 90 days prior to the end of the then-current term. McKesson will invoice Customer for Software Maintenance Services annually in advance for each 12-month period. Termination is effective as of the next annual payment due date, and no refund or credit will apply in the event of early termination of Software Maintenance Services. Annual Software Maintenance Services fees will be prorated on a 365-day calendar year.

SECTION 7: TRAVEL AND LIVING EXPENSE CAP

McKesson shall use reasonable efforts to limit any out-of-pocket expenses. Except as otherwise provided in this Section, McKesson agrees that travel and out-of-pocket expenses related to the Services described in Exhibit B-1 of this Order Form will not exceed \$120,000 without the prior consent of Customer. This estimate is based on the standard number of visits per McKesson Implementation Methodology for the applications included in this contract. Upon the reasonable request of Customer, McKesson shall provide supporting documentation for the expenses incurred in connection with McKesson's performance hereunder.

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.20

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Riverside County Regional Medical Center regarding a Request for Proposal (RFP) MCARC159 for Comprehensive Registry Staffing Management for the 2011/2012 Fiscal Year is continued to Tuesday, April 26, 2011 at 9:00 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on April 12, 2011 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: April 12, 2011
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
3.20

xc: RCRMC, COB