



From: Hibbard, Jeffrey [mailto:Jeffrey.Hibbard@McKesson.com]

Sent: Monday, February 22, 2016 11:46 AM

To: Stewart, Anne; Whitney, Randy

Cc: Gibson, Hugh; Bobbitt, Brandi

Subject: Beaumont Grosse Pointe

Importance: High

Anne & Randy,

I have attached our recommendation Statement of Work (SOW) and preliminary Project Plan for re-engaging Web Scheduler Module (WSM) at Beaumont Grosse Pointe. We will be reviewing these recommendations on our call at 12:30p today.

Thanks

Jeff

Jeffrey Hibbard

Account Executive

Capacity Management

McKesson Connected Care and Analytics

Office: 248 703 6735

Mobile: 248 709 2335

jeffrey.hibbard@mckesson.com

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RelayHealth booth #4602
CommonWell Health Alliance booth #8331

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William Beaumont Hospital
 Customer Number: 1001874
 Contract No. RH-223707
 4/13/2016

MCKESSON TECHNOLOGIES INC. ADD-ON ORDER

TERMS AND CONDITIONS

SECTION 1: DEFINITIONS.

Capitalized terms not defined here have the meaning set forth in the Agreement and the Initial CS (both defined below).

1.1 **"Add-On Order"** means (a) McKesson Technologies Inc. (successor to PST Products, LLC) ("McKesson") or Third Party Software, Staff Employee or User or Division Capacity Expansions, Implementation Services, add-on modules, or Professional Services (including Training and Education) identified on Customer's purchase order and the related McKesson Price Quote attached as Exhibit A to this Add-On Order ("Order"), that Customer desires to add to its existing (i) ANSOS One-Staff, (ii) existing ORSOS One-Call base software system, or (iii) eShift Subscription Services licensed by McKesson (or a predecessor entity); and (b) that has a total software list price of US \$125,000 or less and total contract value of US \$250,000 or less. Note: hardware and equipment, ORSOS software RDBMS version upgrades, or Support and Maintenance Reinstatements, are not eligible for license or purchase under this Order.

1.2 **"Agreement"** is the master license agreement referenced in the Initial CS.

1.3 **"Contract Supplement"** means a license or services agreement that attaches to and is governed by the Agreement.

1.4 **"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.

1.5 **"Effective Date"** is the date of the latest signature to this Order.

1.6 **"Enhancements"** means enhancements or new releases of the Software or Documentation providing new or different functionality that are separately priced and marketed by McKesson.

1.7 **"Facility"** means a healthcare facility or health plan located in the U.S. or Canada and operated by Customer that is identified in the Initial CS.

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

1.9 **"Initial CS"** means the Contract Supplement between McKesson and Customer and under which Customer originally contracted for the ANSOS One-Staff or ORSOS One-Call base Software System and related services.

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

1.11 **"Software Support and 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 Support and 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

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that was not performed by McKesson-authorized personnel, (e) system administrator functions, (f) help desk services, or (g) Enhancements.

1.12 **"Staff Employee"** means the number of licensed ANSOS One-Staff personnel identified on Exhibit A hereto that are currently employed in any capacity, permanent or temporary (including without limitation "as needed" employees such as agency, contract, per-diem, casual, float, pool, travelers, and the like), by Customer.

1.13 **"Third Party Software"** means any software that is owned by a third party and sublicensed to the Customer under this Order.

1.14 **"Upgrades"** means corrections, modifications, improvements, updates or releases of the Software or Documentation designated by McKesson as "Upgrades," which are Generally Available and generally provided to customers as part of Software Support and Maintenance Services. Upgrades do not include Enhancements.

SECTION 2: SCOPE

These Order terms, together with the terms from the Agreement and the Initial CS, apply to all Add-On Orders (except as noted below) placed by Customer on or after the Effective Date. These Order terms do not apply to Add-On Orders for a new facility not already listed on the Initial CS or other Contract Supplement between the parties related to ANSOS One-Staff or ORSOS One-Call base Software. (Add-On Orders for new facilities require a separate written agreement signed by both parties.)

SECTION 3: EXCLUSIONS AND CONFLICTS

If there is a conflict between this Order and the Initial CS or the Agreement, then this Order controls. Pricing terms, product listing, General Comments (except definitions), System testing language, and training terms in the Agreement or Initial CS are expressly excluded from this Order and do not apply to Add-On Orders. Pre-printed terms and conditions on or attached to Customer purchase orders, or handwritten notations on Customer's purchase orders, are rejected, even if acknowledged or accepted by McKesson.

SECTION 4: PAYMENT TERMS

Software and Third Party Software will be invoiced in full upon signing of this Add-On Order. Fifty percent (50%) of the total fee for Services will be invoiced upon signing of this Add-On Order. The remaining fifty percent (50%) will be invoiced upon completion of services, but in any event no later than 180 days later than the signing of this Add-On Order. The first annual Software Support and Maintenance Services fee for this Add-On Order is due in full twelve (12) months after the Order Effective Date.

Customer will pay all fees and other charges in U.S. dollars within 35 days after invoice date. Prices do not include packing delivery, and insurance charges. Customer will reimburse McKesson for all other reasonable out-of-pocket expenses incurred in the course of providing Services, including travel and living expenses. McKesson may increase its fees for Software Support and Maintenance Services every 12 months in accordance with the Initial CS. The prices stated on this Order are applicable to this Order only.

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

Unless Customer provides McKesson prior to the Order 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.

SECTION 5: MAINTENANCE TERM

The initial term for Software Support and Maintenance Services (the "Initial SWM Term") begins upon the Order 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. Unless otherwise set forth in the Order, the Initial SWM Term for perpetual and term licenses will automatically renew for successive one year periods, unless either party provides the other with written notice of

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termination of Software Support and Maintenance Services no less than three months prior to the end of the then-current term. McKesson will invoice Customer for Software Support and 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 Support and Maintenance Services. Annual Software Support and Maintenance Services fees will be prorated on a 365-day calendar year.

SECTION 6: SUPPORT MANUAL

McKesson and Customer will comply with McKesson's written Software Support and Maintenance Services procedures as contained in McKesson's support manual incorporated in this Order by reference, as may be reasonably modified from time to time. The terms of this Order, Initial CS, or any subsequent applicable Contract Supplements or amendments will govern any conflict with the terms of the support manual.

SECTION 7: INTERFACES

The license fee for any Interface is only for the McKesson's portion of such interface utilizing McKesson's standard published interface specifications. Any deviation from McKesson's standard interface specifications will be billed on a time and materials basis as mutually agreed upon between McKesson and Customer. Customer is responsible for purchasing the appropriate software, hardware, third party software, and services from the respective information systems.

SECTION 8: IMPLEMENTATION AND PROFESSIONAL SERVICES

All Implementation or Professional Services must be completed within 18 months following the Effective Date of this Order.

SECTION 9: THIRD PARTY TERMS AND CONDITIONS

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

User ID: contractprovisions@mckesson.com

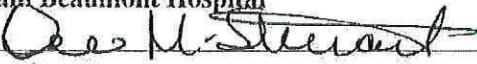
Password (case sensitive): PortallAccess

This Order is null and void if the Price Quote is not eligible under the definition for Add-On Orders or there are any changes made to the terms of this Order or to the attached Price Quote.

The pricing in this Order Form and McKesson's corresponding offer to Customer expires unless Customer signs this Order on or before 4-30-16.

Each party represents that the signatory hereto is duly authorized to enter into this Order as a binding commitment according to its terms including the Price Quote.

William Beaumont Hospital

By: 

Name: Anne N. Stewart

Title: VP + CNO

Date: April 15, 2016

MCKESSON TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

Date: _____



**FOR MCKESSON
INTERNAL USE ONLY**

Submit fully executed contract to:

McKesson

Attn: Kim Urbanija

5995 Windward Pkwy - Mailstop ATHQ-1704

Alpharetta, GA 30005

FAX: 855-484-8070

Email: Executed.Contracts.PS@McKesson.com



EXHIBIT A

Sold To:	Ship To:
William Beaumont Hospital	William Beaumont Hospital
3601 W 13 Mile Rd	3601 W 13 Mile Rd
Royal Oak, MI 480736769	Royal Oak, MI 480736769
Attention: Anne Stewart	Attention: Anne Stewart
Telephone: 313-473-1713	Telephone: 313-473-1713
Facsimile:	Facsimile:
Email: Anne.Stewart@beaumont.org	Email: Anne.Stewart@beaumont.org
Paid By:	Bill To:
William Beaumont Hospital	William Beaumont Hospital
3601 W 13 Mile Rd	3601 W 13 Mile Rd
Royal Oak, MI 480736769	Royal Oak, MI 480736769
Attention: Anne Stewart	Attention: Anne Stewart
Telephone: 313-473-1713	Telephone: 313-473-1713
Facsimile:	Facsimile:
Email: Anne.Stewart@beaumont.org	Email: Anne.Stewart@beaumont.org

		List Price	Net Price
	ANSOS One-Staff		
Product No.	SOFTWARE:		
	THIRD PARTY SOFTWARE:		
	SERVICES:		
74038612	Web Scheduler Module Services	\$17,574	\$14,059.20
	TOTAL FEE FOR SOFTWARE, THIRD PARTY SOFTWARE, AND SERVICES:		
	FIRST YEAR RENEWAL SOFTWARE SUPPORT AND MAINTENANCE:		
	TOTAL		\$14,059.20

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The pricing in this Add-On Order Form and McKesson's corresponding offer to Customer expires unless Customer signs this Order Form on or before **4-30-16**.

Customer Approval: _____

McKesson Approval: _____

Mail Stop ATHQ-4901
5995 Windward Parkway
Alpharetta, GA 30005

Evidence TL5-8 Email, Contract, Invoice and Purchase Order for Education for Web-Scheduler

Invoice Date	Date Due
06/03/2016	07/05/2016
Customer Number	Amount Due
1001874	7,029.60 USD

BILL TO:

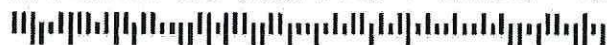
Sales Org/Sales Office/Bill Type: 2000/2001/YPSV

For billing questions or change of address:

Please contact 866-455-9430(T) 404-338-5123(F)

Email at CustomerOperationsFinance@McKesson.com

011191901AB 0.395 **AUTO T2 I 1113 48073-671201 -C01-P11930-1 ATL WKY



Attn: Anne Stewart
William Beaumont Hospital
3601 W 13 Mile Rd
Royal Oak MI 48073-6712

Ship-to: William Beaumont Hospital
Location: ROYAL OAK MI 48073
Ship-to-party: 1186760
PO Number: 485-3782226
Contract No: RH-223707
04/19/2016; 50% on contract effective date

Item No	Material/Description	Quantity	Unit Amount	Net Amount	Tax Amount	Total
000010	74038612 Web Scheduler Module Services	1.000EA	7,029.60	7,029.60	0.00	7,029.60
Subtotal for Contract RH-223707 :				7,029.60	0.00	7,029.60

PO# 485-3782226

Federal Tax ID 58-1651222

Page 1 of 2

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE 7003168265

William Beaumont Hospital
3601 W 13 Mile Rd
Royal Oak MI 48073-6769

Subtotal	Tax Total	Amount Due
7,029.60	0.00	7,029.60
Customer Number	Date Due	Currency
1001874	07/05/2016	USD

REMIT TO:

McKesson
McKesson Technologies Inc.
PO Box 98347
CHICAGO, IL 60693-8347
USA