

**CONTRACT SUPPLEMENT**

<b>Part I</b>	<b>Administration Section</b>
<b>Part II</b>	<b>General Terms and Conditions Section</b>
<b>Part III</b>	<b>Facility and Payment Schedule Section</b>
<b>Part IV</b>	<b>Products, Pricing Section and Customer Administration</b>
<b>Part V</b>	<b>Product(s) Specific Terms and Conditions Section</b>

**PART I**

**ADMINISTRATION SECTION**

**Contract Supplement to License Agreement No. C0608542, dated February 7, 2006.**

THIS CONTRACT SUPPLEMENT, including all Exhibits, Schedules, and Attachments hereto and incorporated herein (this “**Contract Supplement**”) amends the agreement identified above including all Exhibits, Schedules, and Attachments thereto, and as amended (the “**Agreement**”), and is made effective as of the latest date in the signature block below (the “**CS Effective Date**”). Unless otherwise expressly set forth in this Contract Supplement, the terms and conditions set forth in this Contract Supplement apply only to the Facilities, Software, Managed Services and/or Services listed herein. To the extent that this Contract Supplement conflicts with the Agreement, the terms and conditions of this Contract Supplement will control. Where not in conflict, all applicable terms and conditions set forth in the Agreement are incorporated herein.

Change Healthcare will include Customer’s purchase order (“**PO**”) number on Customer invoices if provided by Customer on or before the CS Effective Date. Failure to provide Change Healthcare with a PO number or copy does not suspend or negate any Customer duty, including payment, under this Contract Supplement. Pre-printed terms and conditions on or attached to Customer’s PO shall be of no force or effect.

By signing this Contract Supplement, Customer acknowledges and agrees that (a) Change Healthcare has made no warranty or commitment with regard to any functionality not Generally Available as of the CS Effective Date, whether or not included as part of Software Maintenance Services or Managed Services, for any of the Software licensed in this Contract Supplement 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 Contract Supplement and (c) the decision by Customer to execute this Contract Supplement was not influenced by any discussions regarding future functionality of any Software or Managed Services or Services not Generally Available.

**Change Healthcare’s offer to Customer set forth in this Contract Supplement expires unless Change Healthcare receives a signed, unaltered copy on or before the Quote Expiry date identified in this Contract Supplement. If this Contract Supplement is modified by Customer, Change Healthcare will have no duty to perform any obligation stated in this Contract Supplement.**

**[SIGNATURES ON NEXT PAGE]**

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

**THE COUNTY OF SAN BERNARDINO ON  
BEHALF OF ARROWHEAD REGIONAL  
MEDICAL CENTER**

**CHANGE HEALTHCARE TECHNOLOGIES, LLC**

Signature: \_\_\_\_\_

Signature: 

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

Printed Name: Mike Martino

Title/Position: \_\_\_\_\_

Title/Position: Director, Sales Operations

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

Date: 5/19/2020

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

**Submit fully executed contract and a copy of the purchase order to:**

Enterprise Imaging  
Attn: MIG Sales Contracts  
10711 Cambie Road, Richmond, BC, Canada V6X 3G5  
Fax: 1 604.279.5468 or 1.800.261.5432  
Email: migsalescontracts@changehealthcare.com

## PART II

### GENERAL TERMS AND CONDITIONS SECTION

#### SECTION 1: ADD-ON

1.1 Unless otherwise expressly set forth in this Contract Supplement, the terms from Contract Supplement No. MTT P0620076, dated February 17, 2006 (“**Initial CS**”), are incorporated herein by reference and apply to this Contract Supplement excluding General Comments 5, and any pricing terms, product listing and training terms.

#### SECTION 2: INTERNET DISCLAIMER

2.1 CERTAIN PRODUCTS AND SERVICES PROVIDED BY CHANGE HEALTHCARE UTILIZE THE INTERNET. CHANGE HEALTHCARE DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CHANGE HEALTHCARE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CHANGE HEALTHCARE’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, CHANGE HEALTHCARE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

#### SECTION 3: DEFINITIONS

For the purposes of this Contract Supplement, the following terms, as such terms are used herein or in the Agreement shall have the following meaning.

“**Add-On Orders**” means Customer’s purchase of Products or Services or Managed Services that utilizes an existing Change Healthcare imaging or workflow database.

“**Change Healthcare Cardiology™**” formerly known as McKesson Cardiology, and Horizon Cardiology for versions 12.2 and lower, means Change Healthcare Cardiology that includes a Cardiology Picture Archiving and Communications System and Change Healthcare Software, including Upgrades and Updates that may be identified in a Quotation and attached to a Contract Supplement.

“**Change Healthcare Support Manual**” means Change Healthcare’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 Change Healthcare.

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

“**Software Installation Date**” or “**Third Party Software Installation Date**” or “**System Installation Date**” or “**Services Installation Date**” means the earlier of (a) the date when the Software, Third Party Software, System or Services, as applicable, is first available for Productive Use, or (b) the date specified in the applicable implementation plan when the Software, Third Party 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 Software, Third Party Software, System or Service is not available for Productive Use due to direct fault of Change Healthcare.

#### SECTION 4: SUPPORT MANUAL

4.1 Change Healthcare and Customer will comply with the Change Healthcare Support Manual incorporated in this Contract Supplement by reference. The terms of the Initial CS, or any subsequent Contract Supplements or amendments, will govern any conflict with the terms of the support manual.

## **SECTION 5: REVOCATION**

5.1 Change Healthcare may revoke any license to Software granted under the Agreement if Customer violates the scope of the license. Change Healthcare may revoke any license to Software regulated as a medical device granted under the Agreement if (a) Customer is using a version of the Software other than one of the two most recent versions, or (b) the Software reaches the end of its useful life as stated in the Documentation.

**PART III  
 FACILITY AND PAYMENT SCHEDULE**

**FACILITIES:**

<b>Customer No.:</b>	<b>Data Center Facility:</b>	<b>Full Address:</b>
1038372	The County of San Bernardino on behalf of Arrowhead Regional Medical Center	400 N. Pepper Avenue Colton, CA 92324-1801

<b>Customer No.:</b>	<b>Facility:</b>	<b>Full Address:</b>
1038372	The County of San Bernardino on behalf of Arrowhead Regional Medical Center	400 N. Pepper Avenue Colton, CA 92324-1801

**PAYMENT SCHEDULE:**

<b>Implementation and Education Services:</b>	25% is due on the CS Effective Date, 50% is due on the earlier of (a) the System Installation Date or Software Installation Date, as applicable or (b) 12 months from the CS Effective Date, and 25% is due on the earlier of (a) completion of Testing Period or (b) 12 months from the CS Effective Date.
---	---

<b>Professional Services:</b>	100% is due in four equal, quarterly payments beginning on the CS Effective Date.
-------------------------------	---

The transaction covered by this Contract Supplement may involve a discount, rebate or other price reduction on the items covered by this Contract Supplement. 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 Change Healthcare prior to the CS Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, Change Healthcare will invoice Customer for all such taxes applicable to the transactions under this Contract Supplement.

**PART IV**

**PRODUCT(S), PRICING AND CUSTOMER ADMINISTRATION**

**[SEE FOLLOWING PAGES]**

**Customer:** The County of San Bernardino on behalf of Arrowhead Regional Medical Center

**Quoted On:** May 18, 2020

**Contract:** IWS-362451

**Quote Expiry Date:** November 14, 2020

**Customer No.:** 1038372

**Quote Number:** 91104

**Project:** San Bernardino - HIS conversion - CVIS

**Initial CS:** MTT P0620076 2/17/2006

.....

## Fees Summary

	One-Time Fees	Recurring Fees
CIS Implementation & Education Services	4,000.00	
Professional Services	96,480.00	
<b>GRAND TOTALS</b>	<b>100,480.00</b>	

**Customer:** The County of San Bernardino on behalf of Arrowhead Regional Medical Center

**Quoted On:** May 18, 2020

**Contract:** IWS-362451

**Quote Expiry Date:** November 14, 2020

**Customer No.:** 1038372

**Quote Number:** 91104

**Project:** San Bernardino - HIS conversion - CVIS

**Initial CS:** MTT P0620076 2/17/2006

**Proposal Summary - All prices are stated in USD**

<b>One Time Fee Summary</b>				
Quote Ref.	Product	Impl Services	Prof Services	Net Price
91104-1	CIS	4,000.00		4,000.00
91104-2	CPACS		96,480.00	96,480.00
The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal		4,000.00	96,480.00	100,480.00
				Total
Proposal List Price		5,000.00	120,600.00	125,600.00
Proposal Discount		1,000.00	24,120.00	
Discount %		20.00	20.00	
<b>Proposal Net Total</b>		<b>4,000.00</b>	<b>96,480.00</b>	<b>100,480.00</b>

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



**Customer:** The County of San Bernardino on behalf of Arrowhead Regional Medical Center

**Quoted On:** May 18, 2020

**Contract:** IWS-362451

**Quote Expiry Date:** November 14, 2020

**Customer No.:** 1038372

**Quote Number:** 91104

**Project:** San Bernardino - HIS conversion - CVIS

**Initial CS:** MTT P0620076 2/17/2006

.....

## Proposal Notes

This proposal is for the HIS conversion to Epic with Change Healthcare Cardiology.

It includes:

- \* Patient ID Update
- \* Physician ID Update
- \* Procedure ID Update
- \* Interfaces update for the following interfaces:
  - \* ADT
  - \* ORM
  - \* CIS ORU
  - \* ECG ORU
  - \* Stress ORU
  - \* Holter ORU
  - \* Hemo ORU
  - \* Status/Image Availability
- \* NEW Invound Allergies ADT

**Customer:** The County of San Bernardino on behalf of Arrowhead Regional Medical Center

**Quoted On:** May 18, 2020

**Contract:** IWS-362451

**Quote Expiry Date:** November 14, 2020

**Customer No.:** 1038372

**Quote Number:** 91104

**Project:** San Bernardino - HIS conversion - CVIS

**Initial CS:** MTT P0620076 2/17/2006

## Line Item Details

The County of San Bernardino on behalf of Arrowhead Regional Medical Center					CIS	91104-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Implementation Services							
1	1	SVC560	74010164 NA	HL7 A60 Unidirectional Allergy interface services	4,000.00	4,000.00	
<b>Total:</b>						<b>4,000.00</b>	

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

**Customer:** The County of San Bernardino on behalf of Arrowhead Regional Medical Center

**Quoted On:** May 18, 2020

**Contract:** IWS-362451

**Quote Expiry Date:** November 14, 2020

**Customer No.:** 1038372

**Quote Number:** 91104

**Project:** San Bernardino - HIS conversion - CVIS

**Initial CS:** MTT P0620076 2/17/2006

### Line Item Details (Cont'd)

The County of San Bernardino on behalf of Arrowhead Regional Medical Center					CPACS	91104-2	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Professional Services							
1	1	PCSDM928	74044882 NA	Imaging Data Integration & Migration - Cardiology DB Services - HIS Interface Update - Professional Services to update eight(8) existing Interfaces currently with new Hospital Information System	48,000.00	48,000.00	
2	1	PCSDM1600 C	74053189 NA	Imaging Data Governance - Cardiology DB Services - Update Support for HIS Changes: MRN update	18,480.00	18,480.00	
3	1	PCSDM1603 C	74053192 NA	Imaging Data Governance - Cardiology DB Services - Update Support for HIS Changes: Procedure Table update	13,440.00	13,440.00	
4	1	PCSDM1602 C	74053191 NA	Imaging Data Governance - Cardiology DB Services - Update Support for HIS Changes: Physician ID update	16,560.00	16,560.00	
Subtotal Professional Services :						96,480.00	
<b>Total:</b>						<b>96,480.00</b>	

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

<b>ADMINISTRATION :</b>	
<b>Sold To :</b>	<b>Ship To :</b>
The County of San Bernardino on behalf of Arrowhead Regional Medical Center	The County of San Bernardino on behalf of Arrowhead Regional Medical Center
400 N Pepper Ave	400 N Pepper Ave
Colton, CA, 92324-1801	Colton, CA, 92324-1801
Federal Tax ID No: 95-6002748	Telephone: (909) 580-2615
	E-Mail: powellb@armc.sbcounty.gov
<b>Bill To: *</b>	<b>Paid By:</b>
The County of San Bernardino on behalf of Arrowhead Regional Medical Center	The County of San Bernardino on behalf of Arrowhead Regional Medical Center
400 N Pepper Ave	400 N Pepper Ave
Colton, CA, 92324	Colton, CA, 92324-1801
PO Box	
Attention: Julie Leahy, Mgr.	
Telephone: 909-580-1509	
Email: leahyj@armc.sbcounty.gov	
*If Customer provides a PO with Bill To details different from above, use Bill To details in the PO.	

**PART V**

**PRODUCT(S) SPECIFIC TERMS AND CONDITIONS**

<b>EXHIBIT(S)</b>
<b>EXHIBIT H: ADDITIONAL TERMS</b>
<b>EXHIBIT J: STATEMENT OF WORK</b>

## EXHIBIT H

### ADDITIONAL TERMS

#### SECTION 1: PROFESSIONAL SERVICES

1.1 The Services and Customer responsibilities are detailed in the Statement(s) of Work attached in this Contract Supplement.

1.2 The Services specified in Quotation Number 91104-2 (the “**HIS Conversion Services**”) are provided independently from the System including but not limited to, its features, functionality and Services as specified in Quotation Numbers 91104-1. Customer acknowledges that their use of the System or ability to process Exams is not affected by or contingent on delivery of the HIS Conversion Services.

1.3 Nothing will preclude or limit Change Healthcare 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.

**EXHIBIT J**  
**STATEMENT OF WORK**  
**[SEE FOLLOWING PAGES]**

**CARDIOLOGY PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (“CPACS”)  
HIS CONVERSION STATEMENT OF WORK**

**Quote: 91104**

**Prerequisites and Assumptions**

The following prerequisites and assumptions must be met before implementation and must remain accurate and in place for the duration of the project:

- No patient merge or cleanup is required.
- There is no change to study information.
- Changes are in the database and not applied to actual DICOM files.
- The scope of this work does not include resolving exception cases or the clean-up of inconsistent data, such as duplicated medical record numbers (“MRN”) or duplicated users. Exception cases will be reported in a log file.

**Scope and Goals**

- Per the line items in the Quotation, Change Healthcare will modify database fields according to Customer’s specifications.
- If database changes will be made, any duplicated patient records will be reported in a log file and sent to Customer.
- Customer will provide a flat file with new data or written guidelines.
- Change Healthcare will back up the database and create rollback script.
- Change Healthcare will write and execute scripts to apply changes to the Change Healthcare Cardiology database.
- Change Healthcare will test the script once in the test environment.
- The following interfaces will be modified and tested to verify that they are fully functioning:
  - ADT
  - ORM
  - CIS ORU
  - ECG ORU
  - Stress ORU
  - Holter ORU
  - Hemo ORU
  - Status / Image availability

**Change Healthcare Responsibilities**

Change Healthcare will:

- Assign a project manager who will manage the project and interaction with other Change Healthcare teams.
- Monitor the project remotely and provide progress reports.



## **Mutual Responsibilities**

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

- Conduct project status meetings and conference calls to discuss the progress of the project.
- Create and maintain the project issues list.
- Assign a technical staff member, as needed, to resolve technical problems that may delay the project progress.
- Set up and coordinate VPN access.

## **Project Implementation Phases**

Change Healthcare and Customer shall implement the project plan outlined in this Statement of Work.

### **Kickoff Phase**

- Review the project plan with all project managers.
- Develop requirements document.

### **Planning / Design Phase**

- Review the project assessment and Customer requests.
- If included in the Scope and Goals section above, design scripts required for the database fields conversion.

### **Testing Phase**

- Various testing, performance tuning, and script modifications.

### **Implementation Phase**

- If included in the Scope and Goals section above, execute scripts to perform database fields conversion.
- Exception handling.