AMENDMENT 2
TO THE
MASTER SERVICES AGREEMENT

THIS AMENDMENT to the **Master Services Agreement**, dated **April 23, 2024** (the "Agreement") between **Solventum Health Information Systems, Inc.** ("Solventum") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **San Bernardino County on behalf of Arrowhead Regional Medical Center** ("Client") with offices at **400 N Pepper Ave, Colton, CA 92324-1819** is effective on the date last signed ("Effective Date").

Client and Solventum agree that the above referenced Agreement is amended as follows:

1. **Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.**
2. **ADD Schedule 2-2, the Consulting Services Fee Schedule, attached below.**
3. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Solventum has disclosed to Client using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than $500 to any member of the San Bernardino County Board of Supervisors or other San Bernardino County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Solventum's proposal to San Bernardino County, or (2) 12 months before the date this Amendment was approved by the San Bernardino County Board of Supervisors. Solventum acknowledges that under California Government Code section 84308, Solventum is prohibited from making campaign contributions of more than $500 to any member of the San Bernardino County Board of Supervisors or other San Bernardino County elected officer for 12 months after San Bernardino County's consideration of the Amendment. In the event of a further proposed amendment to the Agreement, Solventum will provide the County a written statement disclosing any campaign contribution(s) of more than $500 to any member of the San Bernardino County Board of Supervisors or other San Bernardino County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Solventum or by a parent, subsidiary or otherwise related business entity of Solventum.
4. **Electronic Signatures.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, Solventum and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER	**SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.**
BY:	BY: Jennifer Volk AW
NAME: Dawn Rowe	NAME: Jennifer Volk
TITLE: Chair, Board of Supervisors	TITLE: HIS Operations
DATE:	DATE: July 9, 2026

PLEASE EMAIL YOUR PURCHASE ORDER IN THE AMOUNT OF **$2,583,475.00** AND THE SIGNED AMENDMENT TO:
HISCONTRACTSUBMISSION@SOLVENTUM.COM

ISSUE DATE / BY:	GPO:		BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
1/26/2026 TA			Q53357	2930198	Q38566-24	
REVISION DATE / BY:	VERSION:	CMR NO:				
3/9/2026 LB 7/8/2026 MB	MSSA					

SCHEDULE 2-2

CONSULTING SERVICES FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 2.

1. **Term of Schedule 2-2.** Notwithstanding any other term of the Agreement, Schedule 2-2 will take effect on the Effective Date and shall remain in effect for five (5) years ("Term"). The Services, unless otherwise extended per an amendment to this Agreement, would auto terminate after the completion of the Term.

2. **Itemized Schedule of Solventum Products/Services below:**

ITEM	ACTION	SKU	AUTHORIZED SITE(S) PRODUCT/SERVICE DESCRIPTION	TOTAL 1st YEAR FEES
			ARROWHEAD REG MED CTR – 400 N PEPPER AVE, COLTON, CA – HI2930198	
1.	Add	TOTAL OUTSOURCED CDI	Total Outsourced CDI Services (Inpatient and Outpatient)	[redacted]
2.	Add	TOTAL OUTSOURCED COD	Total Outsourced Coding Services	
			TOTAL CONSULTING SERVICES FEES:	**$2,583,475.00**

ITEM	ACTION	SKU	AUTHORIZED SITE(S) PRODUCT/SERVICE DESCRIPTION	2nd YEAR FEES	3rd YEAR FEES	4th YEAR FEES	5th YEAR FEES
			ARROWHEAD REG MED CTR – 400 N PEPPER AVE, COLTON, CA – HI2930198				
3.	Renew	TOTAL OUTSOURCED CDI	Total Outsourced CDI Services (Inpatient and Outpatient)	[redacted]			
4.	Renew	TOTAL OUTSOURCED COD	Total Outsourced Coding Services				
		TOTAL CONSULTING SERVICES FEES:		**$2,556,429.00**	**$2,684,252.00**	**$2,818,462.00**	**$2,959,385.00**

FEE SUMMARY:	
TOTAL FIRST YEAR CONSULTING SERVICES FEES:	**$2,583,475.00**
TOTAL THIS SCHEDULE:	**$2,583,475.00**

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2026, whichever occurs first, unless this Schedule is fully executed prior to such date.

Solventum reserves the right to increase the Consulting Services fees to the then-current list fees if, at Client's request, the Consulting Services are not completed within twelve (12) months after being added to this Agreement.

I&T = Implementation and Training

3. **Other:**

3.1 The fees quoted above are based on an estimation of Client's tentative volumes, and final pricing will be determined based on detailed volumes and workflows prior to executing a contract for the Services.

3.2 The Client agrees to utilize Solventum recommended best practice workflows for both coding and CDI as it pertains to 360 Encompass™ software and future updates.

3.3 The Schedule 2-2 fees shall be paid as follows and in accordance with the Agreement:

Invoice Code	Description	Amount		Milestone
Year 1		**TOTAL OUTSOURCED CDI**	**TOTAL OUTSOURCED COD**	

INST1YR1	Installment 1 of year 1 fees	[redacted]	Issued after month 1
INST2YR1	Installment 2 of year 1 fees		Issued after month 2
INST3YR1	Installment 3 of year 1 fees		Issued after month 3
INST4YR1	Installment 4 of year 1 fees		Issued after month 4
INST5YR1	Installment 5 of year 1 fees		Issued after month 5
INST6YR1	Installment 6 of year 1 fees		Issued after month 6
INST7YR1	Installment 7 of year 1 fees		Issued after month 7
INST8YR1	Installment 8 of year 1 fees		Issued after month 8
INST9YR1	Installment 9 of year 1 fees		Issued after month 9
INST10YR1	Installment 10 of year 1 fees		Issued after month 10
INST11YR1	Installment 11 of year 1 fees		Issued after month 11
INST12YR1	Installment 12 of year 1 fees		Issued after month 12

Invoice Code	Description	Amount		Milestone
Year 2		**TOTAL OUTSOURCED CDI**	**TOTAL OUTSOURCED COD**	
INST1YR1	Installment 1 of year 2 fees	[redacted]		Issued after month 1
INST2YR1	Installment 2 of year 2 fees			Issued after month 2
INST3YR1	Installment 3 of year 2 fees			Issued after month 3
INST4YR1	Installment 4 of year 2 fees			Issued after month 4
INST5YR1	Installment 5 of year 2 fees			Issued after month 5
INST6YR1	Installment 6 of year 2 fees			Issued after month 6
INST7YR1	Installment 7 of year 2 fees			Issued after month 7
INST8YR1	Installment 8 of year 2 fees			Issued after month 8
INST9YR1	Installment 9 of year 2 fees			Issued after month 9
INST10YR1	Installment 10 of year 2 fees			Issued after month 10
INST11YR1	Installment 11 of year 2 fees			Issued after month 11
INST12YR1	Installment 12 of year 2 fees			Issued after month 12

Invoice Code	Description	Amount		Milestone
Year 3		**TOTAL OUTSOURCED CDI**	**TOTAL OUTSOURCED COD**	
INST1YR1	Installment 1 of year 3 fees	[redacted]		Issued after month 1
INST2YR1	Installment 2 of year 3 fees			Issued after month 2
INST3YR1	Installment 3 of year 3 fees			Issued after month 3
INST4YR1	Installment 4 of year 3 fees			Issued after month 4
INST5YR1	Installment 5 of year 3 fees			Issued after month 5
INST6YR1	Installment 6 of year 3 fees			Issued after month 6
INST7YR1	Installment 7 of year 3 fees			Issued after month 7
INST8YR1	Installment 8 of year 3 fees			Issued after month 8
INST9YR1	Installment 9 of year 3 fees			Issued after month 9
INST10YR1	Installment 10 of year 3 fees			Issued after month 10
INST11YR1	Installment 11 of year 3 fees			Issued after month 11
INST12YR1	Installment 12 of year 3 fees			Issued after month 12

Invoice Code	Description	Amount		Milestone
Year 4		**TOTAL OUTSOURCED CDI**	**TOTAL OUTSOURCED COD**	
INST1YR1	Installment 1 of year 4 fees	[redacted]		Issued after month 1
INST2YR1	Installment 2 of year 4 fees			Issued after month 2
INST3YR1	Installment 3 of year 4 fees			Issued after month 3
INST4YR1	Installment 4 of year 4 fees			Issued after month 4
INST5YR1	Installment 5 of year 4 fees			Issued after month 5
INST6YR1	Installment 6 of year 4 fees			Issued after month 6
INST7YR1	Installment 7 of year 4 fees			Issued after month 7

INST8YR1	Installment 8 of year 4 fees	[redacted]	Issued after month 8
INST9YR1	Installment 9 of year 4 fees		Issued after month 9
INST10YR1	Installment 10 of year 4 fees		Issued after month 10
INST11YR1	Installment 11 of year 4 fees		Issued after month 11
INST12YR1	Installment 12 of year 4 fees		Issued after month 12

Invoice Code	Description	Amount		Milestone
Year 5		**TOTAL OUTSOURCED CDI**	**TOTAL OUTSOURCED COD**	
INST1YR1	Installment 1 of year 5 fees	[redacted]		Issued after month 1
INST2YR1	Installment 2 of year 5 fees			Issued after month 2
INST3YR1	Installment 3 of year 5 fees			Issued after month 3
INST4YR1	Installment 4 of year 5 fees			Issued after month 4
INST5YR1	Installment 5 of year 5 fees			Issued after month 5
INST6YR1	Installment 6 of year 5 fees			Issued after month 6
INST7YR1	Installment 7 of year 5 fees			Issued after month 7
INST8YR1	Installment 8 of year 5 fees			Issued after month 8
INST9YR1	Installment 9 of year 5 fees			Issued after month 9
INST10YR1	Installment 10 of year 5 fees			Issued after month 10
INST11YR1	Installment 11 of year 5 fees			Issued after month 11
INST12YR1	Installment 12 of year 5 fees			Issued after month 12

3.4 The above Services will be provided remotely with the exception of the onsite visits by the CDI and/or Coding Supervisor(s) as identified in the Scope of Work. Out-of-pocket expenses (which include travel, meals and lodging) for any additional onsite time that is requested and/or required will be invoiced at the actual amounts incurred.

3.5 The Services described above shall be provided to Client under the terms of this Agreement and the Scope of Work, attached hereto as ATTACHMENT A and ATTACHMENT B. The ATTACHMENT B Order Request Form, which will be included in an executable Amendment, is to be used to request resources from Solventum when positions become available for the Services during the Term of this Schedule.

3.6 Client agrees that during the Term, to the extent that it may do so in compliance with applicable law, Client will fill any open positions for Services provided under the Schedule with Solventum resources. Client will notify Solventum of any open positions and Solventum will fill such open positions without undue delay. Client may not terminate this Amendment during the Term of this Schedule 2-2, except for material breach.

3.7 In the event of any conflict between the Scope of Work and the Agreement, the Agreement shall govern. The provisions of the Scope of Work govern only the subject matter thereof and not any other subject-matter covered by the Agreement.

3.8 The fees are based upon the assumption that there is no statutory-mandated assessment, deduction, fee, discount or other charge (collectively, "Deduction") that Client is required, by state or local law, to withhold from its payment of the fees under the Scope of Work, and that in the event such a Deduction is made against the fees, the fees shall be increased by an equivalent amount, which Solventum may invoice to Client. Additionally, the fees are based on Client's fulfillment of Client Responsibilities and Assumptions described in the Scope of Work.

3.9 The nature of this type of work is such that information may be developed and may require additional services that cannot be anticipated or budgeted. Should there be a change in scope or should other matters arise that would increase the estimated total fee, Solventum and Client will discuss them before additional fees are incurred. The Fee Schedule and Scope of Work will be amended as necessary to include such additional fees and services.

ATTACHMENT A
SCOPE OF WORK

Solventum is committed to delivering a fully managed solution that seamlessly works with Arrowhead Regional Medical Center (the "Client") into a comprehensive Clinical Documentation Improvement ("CDI") and Coding operating model. Our approach combines structured planning, dedicated leadership, and specialized inpatient, outpatient, and coding resources as needed to ensure uninterrupted coverage and high-quality documentation and coding outcomes. Working in close collaboration with your clinical, Health Information Management ("HIM") and executive teams, we align operations, workflows, and performance goals to drive accuracy, compliance, financial integrity, and continuous improvement across all service areas. This unified methodology ensures that your organization benefits from a stable, expert-led program that strengthens documentation quality, enhances revenue cycle performance, and supports long-term operational success. Solventum CDI and Coding leadership will outline best practice workflow using 360 Encompass ("360E") as well as the recommended software update schedule. The Client agrees to make changes to the coding and CDI workflows and update schedule as needed in accordance with the best practices outlined by the Solventum team during the project kick-off. Solventum will be the prime contractor and may use a subcontractor(s) to perform the Services under this Scope of Work.

SOLVENTUM CLINICAL DOCUMENTATION IMPROVEMENT SERVICES

Engagement Objective

The objective of the Solventum Inpatient Clinical Documentation Improvement Services ("Solventum Inpatient CDI" or the "Services") is to provide a turnkey solution for Client's Inpatient CDI department with the mutual goal of providing the highest quality Inpatient CDI service level while achieving Client's coverage rate goals for their DRG-based payors. Solventum will achieve these goals by providing Inpatient CDI resources and total management of the Inpatient CDI function within Client's facility. In performing Inpatient CDI functions, the Inpatient CDI resources will capture the specificity from clinical documentation that will support accurate profiles (severity of illness and risk of mortality), and MS-DRG assignment.

Transition Planning

Solventum will schedule initial meetings with Client leadership to collaborate on a timetable for planning and executing the transition to Solventum Inpatient CDI, including the mutually agreeable date of transition. Once the transition date is defined, a designated Inpatient CDI team will schedule a presentation with Client's leadership to kick-off the Services to include a review of ongoing Inpatient CDI management. The parties will work to create the following roles during the transition planning stage:

Roles	**Responsibility**	
Inpatient	Solventum	Client
CDI Manager assigned to provide executive leadership to the Solventum CDI team and work with Client's executives, and coordinate resources and communications across the teams	X	
CDI Supervisor assigned to oversee the management of the CDI function	X	
CDI Manager and CDI Supervisor to begin the transition stage with an onsite visit to conduct interviews with key stakeholders and gather data	X	
HIM/CDI Coordinator(s) appointed to serve as a liaison between the Solventum and Client teams		X
Physician Champion(s) appointed		X

Engagement Approach

Client agrees to work with assigned Inpatient CDI Manager and Inpatient CDI Supervisor to implement action plans to address non-performance of any operational metric described in this Scope of Work. The parties will work collaboratively to isolate and mitigate any performance obstacles; followed by coordinated and prioritized remediation initiatives. Coverage rate for Solventum Inpatient CDI Specialists added via the Attachment B – Order Request Form will be updated and adjusted in line with Solventum best practice as the number of Inpatient CDI Specialists changes.

Exclusions from Scope of Services

The scope of the Solventum Inpatient CDI Services will not include coverage for the following service lines:

- Behavioral Health

- Maternity and Newborn
- Pediatrics
- Transplants and Tracheotomies
- Rehabilitation

Solventum Inpatient CDI Staffing

Solventum will provide one (1) Inpatient CDI Manager and one (1) Inpatient CDI Supervisor to oversee the program for the term of the engagement. Solventum resources will fill any open Inpatient CDI Specialist positions utilizing the Attachment B - Order Request Form during the duration of the engagement. Once added, the Inpatient CDI Specialist(s) will remain in place for the duration of the engagement. Solventum reserves the right to utilize subcontractors to assist with the Inpatient CDI Specialist work and will clearly identify all subcontracted services. The subcontracted resources will be domestic supplemented by Solventum Inpatient CDI Specialists as needed. In this situation, the work would be supervised by Solventum personnel and would include quality assurance reviews.

❖ Inpatient CDI Manager

The assigned Inpatient CDI Manager will provide executive leadership to the Solventum Inpatient CDI team and collaborate closely with Client executives. The Inpatient CDI Manager serves as a trusted advisor and the primary point of contact for Inpatient CDI, offering expert guidance in clinical documentation practices that improve quality, accuracy, and compliance.

- The Inpatient CDI Manager's responsibilities may include the following:
  - ⇒ provide leadership and oversight to the assigned Inpatient CDI team through coaching and guidance
  - ⇒ direct the activities of the Inpatient CDI department and support modifications to clinical documentation to ensure accurate representation of clinical services and patient severity, including interactions with physicians
  - ⇒ ensure policy adherence by understanding and enforcing corporate policies and procedures. Take appropriate action to address policy violations and maintain compliant day-to-day CDI operations
  - ⇒ monitor operational effectiveness by measuring Inpatient CDI performance, identifying areas for improvement, tracking trends, and developing action plans to address operational issues
  - ⇒ analyze and report performance trends, providing actionable insights and recommendations for continuous process improvement.

❖ Inpatient CDI Supervisor

Throughout the Term of the engagement, the assigned experienced Inpatient CDI Supervisor will work remotely for the majority of the time, coming onsite for the kick-off, as well as coming onsite as needed to manage the Solventum Inpatient CDI Services, not to exceed 22 visits in Year 1 and 4 visits, each, in Years 2 through 5. Client will ensure adequate office space, access and logistics are provided for any onsite staffing and for the Inpatient CDI Supervisor visits.

- The Inpatient CDI Supervisor's responsibilities include the following:
  - ⇒ collaborate with Client's HIM/CDI Coordinator, or designee, regarding Solventum Inpatient CDI activities over the course of the engagement
  - ⇒ help ensure that the day-to-day Solventum Inpatient CDI activities are conducted in a compliant and accurate manner
  - ⇒ conduct calls with Client's Physician Champion(s) and leadership to discuss the best approach(es) for medical staff education (e.g. department-specialty or sub-specialty meetings, one-on-one meetings, luncheons, and other approaches)
  - ⇒ provide bi-monthly education to physicians related to improving quality outcomes and documentation, changes in coding, compliance issues, profiling concerns, and reimbursement changes
  - ⇒ identify potential quality, severity of illness ("SOI"), risk of mortality ("ROM"), hospital and physician profiling, and reimbursement issues or missing documentation
  - ⇒ monitor changes in law, regulations, rules, and code assignment that impact documentation, and reimbursement
  - ⇒ perform a monthly review of data reporting

❖ Inpatient CDI Specialists

The Inpatient CDI Specialists will work remotely and perform concurrent reviews of targeted inpatient medical records for complete, accurate documentation.

- The Inpatient CDI Specialists' responsibilities will include:
  - ⇒ conduct initial and secondary concurrent review as needed on selected admissions and document findings
  - ⇒ ongoing thorough review of designated medical record documentation to identify and record all conditions currently being evaluated, monitored or treated
  - ⇒ communicate with the medical staff and other caregivers as necessary via written methods to obtain accurate and complete physician documentation that supports the severity of patient illness and ROM while adhering to:
    - identification of clinical indicators as the foundation of all communication to providers for documentation clarification or request for specificity
    - AHIMA Standards of Ethical Coding and ACDIS Guidelines for Achieving a Compliant Query Practice as it relates to the need to obtain from the provider clarification of incomplete, conflicting, or ambiguous documentation regarding a reportable condition or procedure or other reportable data element (e.g., present on admission indicator)
  - ⇒ support of hospital goals and objectives for compliant clinical physician documentation in a professional and courteous manner
  - ⇒ adherence to written hospital policies and procedures related to documentation of clinical conditions
  - ⇒ queries the treatment team as necessary via written communication to obtain accurate and complete documentation
  - ⇒ applies knowledge of official coding guidelines and regulatory requirements to improve quality of documentation
  - ⇒ utilizes Client's electronic medical record and/or Solventum's proprietary software environment that includes CDI review, data entry, reporting and query tracking

Solventum Inpatient CDI Ongoing Education and Monitoring

Solventum will monitor the goals and activities of the overall CDI program and provide the following:

1) Consultant-to-physician education

The Inpatient CDI team will identify key physicians to receive quarterly education which will be provided by the Inpatient CDI Supervisor or a designee (Solventum consultant) and will focus on documentation needs as they relate to the Inpatient CDI program and specificity needed for accurate coding. Solventum recommends that the education sessions be conducted at specialty and/or subspecialty levels for the medical staff. If needed, Solventum requests that the Physician Champion and CMO assist in the scheduling of the education and in facilitating physician attendance.

2) Inpatient performance monitoring reports provided by the Inpatient CDI Supervisor for outsourced Inpatient CDI performance with financial impact and comparisons to benchmarks

Solventum's Inpatient performance monitoring provides data monitoring reports using CMS MS-DRGs performance measures and an APR DRG profiling report that includes SOI and ROM indicators. Solventum has always supported the concept of using data to measure and monitor results and create continuous quality improvement. Both designated Client staff and the Inpatient CDI Supervisor will have access to the executive dashboard which presents key performance indicators via a quick click client portal. Solventum Inpatient Performance Data Monitoring includes an interactive Executive Dashboard and Inpatient CDI Performance Reports. Features and functions are described as follows:

- The Executive Dashboard is an interactive summary that helps the management team understand the impact of the concurrent documentation improvement program. The financial impact analysis in the Executive Dashboard includes:
  - ⇒ Case mix index ("CMI") measure of population compared to baseline period
  - ⇒ Financial impact year-to-date, i.e., the total change in reimbursement from the cumulative compare reports (see below)
  - ⇒ Service line performance-to-date and any remaining opportunity
  - ⇒ Additional financial opportunity to reach best practice performance and drill down to specific DRG targets
  - ⇒ CC/MCC capture rate
  - ⇒ Solventum™ All Patient Refined DRG (APR DRG) SOI and ROM indicators
  - ⇒ Alternate principal diagnosis

- The Inpatient CDI Performance Reports include a series of reports that benchmark Inpatient CDI performance for several key performance indicators against historical baseline, and state or national benchmarks. These reports include:

  ⇒ The Compare reports compare two time periods — typically year-over-year and month-over-month — to isolate changes and identify areas to improve documentation practices. Measures are reported for the baseline, current and cumulative periods and include:

  - Overall and surgical CMI rates
  - MCC/CC capture rates
  - MS-DRG pairs
  - One- or two-day length of stay
  - Financial impact

  ⇒ The Pinpoint reports analyze CMI and MCC/CC capture percentages and top-volume MS-DRG pairs against the 80th percentile performance of all hospitals nationally. The reports identify performance at a point in time.

  ⇒ The MDC ALOS reports analyze discharged cases to show trends in average length of stay ("ALOS") and MCC/CC capture rates by DRG and DRG cluster against benchmarks.

  ⇒ The Profiling with reimbursement reports show shifts in patient severity by Solventum APR DRG subclasses compared with baseline data. The reports trend by Solventum APR DRG and service line and compute estimated payments.

  ⇒ The mortality reports and severity reports compare the facility against a baseline and a state peer group, measuring actual versus expected values using Solventum APR DRG risk adjustment.

An executive summary overview will be provided monthly and includes findings and recommendations for financial and operational impacts associated with inpatient documentation; analysis of key process metrics for coverage, query and response rates; and potential payment issues in coding and clinical documentation.

TOTAL OUTSOURCED OUTPATIENT CLINICAL DOCUMENTATION IMPROVEMENT SERVICES Engagement Objective

The objective of the Solventum Total Solventum Outpatient Clinical Documentation Improvement Services ("Solventum Outpatient CDI" or the "Services") is to provide a turnkey solution for Client's Outpatient CDI department with the mutual goal of providing the highest quality Outpatient CDI service level while achieving Client's coverage rate goals for their Emergency Department visits (facility-based documentation) and their outpatient clinic visits. Solventum will achieve these goals by providing Outpatient CDI resources and total management of the Outpatient CDI function within Client's facility. In performing Outpatient CDI functions, the Outpatient CDI resources will capture the specificity from clinical documentation that will support Emergency Department facility coding and billing (e.g., medical necessity of diagnostic tests, procedure coding, HCC diagnosis capture) as well as outpatient clinic initiatives, (e.g., HCC diagnoses and Medicare and MediCal quality initiatives diagnoses).

Transition Planning

Solventum will schedule initial meetings with Client leadership to collaborate on a timetable for planning and executing the transition to Solventum Outpatient CDI, including the mutually agreeable date of transition. Once the transition date is defined, a designated Outpatient CDI team will schedule a presentation with Client's leadership to kick-off the Services to include a review of ongoing Outpatient CDI management. The parties will work to create the following roles during the transition planning stage:

Roles	Responsibility	
Outpatient	Solventum	Client
CDI Manager assigned to provide executive leadership to the Solventum CDI team and work with Client's executives	X	
CDI Supervisor assigned to oversee the management of the CDI function	X	
CDI Manager and CDI Supervisor to begin the transition stage with an onsite visit to conduct interviews with key stakeholders and gather data	X	
HIM/CDI Coordinator(s) appointed to serve as a liaison between the Solventum and Client teams		X
Physician Champion(s) appointed		X

Engagement Approach

Client agrees to work with assigned Outpatient CDI Manager and Outpatient CDI Supervisor to implement action plans to address non-performance of any operational metric described in this Scope of Work. The parties will work collaboratively to isolate and mitigate any performance obstacles; followed by coordinated and prioritized remediation initiatives. Coverage rate for Solventum Outpatient CDI Specialists added via the Order Request Form (Attachment B) will be updated and adjusted in line with Solventum best practice as the number of Outpatient CDI Specialists changes.

Client agrees to work with assigned Outpatient CDI Manager and Outpatient CDI Supervisor to implement action plans to address non-performance of any operational metric described in this Scope of Work. The parties will work collaboratively to isolate and mitigate any performance obstacles; followed by coordinated and prioritized remediation initiatives.

Solventum Outpatient CDI Staffing

Solventum will provide one (1) Outpatient CDI Manager and one (1) Outpatient CDI Supervisor for the term of the engagement. Solventum resources will fill any open Outpatient CDI Specialist positions utilizing the Attachment B - Order Request Form during the duration of the engagement. Once added, the Outpatient CDI Specialist(s) will remain in place for the duration of the engagement. Solventum reserves the right to utilize subcontractors to assist with the Outpatient CDI Specialist work and will clearly identify all subcontracted services. The subcontracted resources will be domestic supplemented by Solventum Outpatient CDI Specialists as needed. In this situation, the work would be supervised by Solventum personnel and would include quality assurance reviews.

❖ Outpatient CDI Manager

The assigned experienced Outpatient CDI Manager will provide executive leadership to the Solventum Outpatient CDI team and collaborate closely with Client executives. The Outpatient CDI Manager serves as a trusted advisor and the primary point of contact for Outpatient CDI, offering expert guidance in clinical and coding documentation practices that improve capture of risk adjustment, quality, accuracy, and compliance.

- The Outpatient CDI Manager's responsibilities include the following:
  - ⇒ provide leadership and oversight to the assigned Outpatient CDI teams through coaching and guidance
  - ⇒ direct the activities of the Outpatient CDI department and support modifications to clinical documentation to ensure accurate representation of outpatient risk adjustment and outpatient quality initiatives impacted by clinical documentation (e.g., MediCal) in the Outpatient Clinics and clinical services, outpatient risk adjustment , quality initiatives, and outpatient coding/billing/reimbursement facility requirements impacted by clinical documentation in the Emergency Department including interactions with physicians in the clinics and Emergency Department.
  - ⇒ ensure policy adherence by understanding and enforcing corporate policies and procedures. Take appropriate action to address policy violations and maintain compliant day-to-day Outpatient CDI operations
  - ⇒ monitor operational effectiveness by measuring Outpatient CDI performance, identifying areas for improvement, tracking trends, and developing action plans to address operational issues
  - ⇒ analyze and report performance trends, providing actionable insights and recommendations for continuous process improvement.

❖ Outpatient CDI Supervisor

Throughout the Term of the engagement the assigned experienced Outpatient CDI Supervisor will work remotely for the majority of the time, coming onsite for the kick-off, as well as coming onsite as needed to manage the Solventum Outpatient CDI Services, not to exceed 22 visits in Year 1 and 4 visits, each, in Years 2 through 5. Client will ensure adequate office space, access and logistics are provided for any onsite staffing and for the Outpatient CDI Supervisor visits.

- The Outpatient CDI Supervisor's responsibilities include the following:
  - ⇒ collaborate with Client's HIM/CDI Coordinator, or designee, regarding Solventum Outpatient CDI activities over the course of the engagement
  - ⇒ help ensure that the day-to-day Solventum Outpatient CDI activities are conducted in a compliant and accurate manner
  - ⇒ conduct calls with Client's Physician Champion(s) and Nursing leadership to discuss the best approach(es) for medical staff/provider/Nursing education (e.g. Emergency Department specialty/Outpatient Clinic specialty or sub-specialty meetings, one-on-one meetings, luncheons, and other approaches)
  - ⇒ provide education as needed and mutually agreed upon to physicians, other clinical care providers, and the revenue cycle team related to improving documentation, changes in coding, compliance issues, and reimbursement changes/requirements
  - ⇒ identify potential coding, quality, reimbursement/billing or provider documentation issues
  - ⇒ monitor changes in law, regulations, rules, and code assignment that impact documentation, and reimbursement
  - ⇒ perform a monthly review of data reporting
  - ⇒ provide guidance on development of work-queues

❖ Outpatient CDI Specialists

The Outpatient CDI Specialists will work remotely and perform concurrent reviews of targeted inpatient medical records for complete, accurate documentation.

- The Outpatient CDI Specialists' responsibilities will include:
  - ⇒ conduct initial and secondary review as needed
  - ⇒ ongoing thorough review of designated medical record documentation to identify and record all conditions currently meeting outpatient reporting guidelines per ICD-10-CM Official Guidelines for Coding Reporting, Section IV. Diagnostic Coding and Reporting Guidelines for Outpatient Services and CPT-4 Guidelines
  - ⇒ communicate with the medical staff and other caregivers as necessary via written methods to obtain accurate and complete physician documentation that supports modifications to clinical documentation to ensure accurate representation of outpatient risk adjustment and quality initiatives impacted by clinical documentation (e.g., MediCal) in the Outpatient Clinics and clinical services, outpatient risk adjustment, outpatient quality initiatives, and outpatient coding/billing/reimbursement requirements impacted by clinical documentation (facility focused) in the Emergency Department including interactions with physicians in the clinics and Emergency Department while adhering to:
    - identification of clinical indicators as the foundation of all communication to providers for documentation clarification or request for specificity
    - AHIMA Standards of Ethical Coding and ACDIS Guidelines for Achieving a Compliant Query Practice as it relates to the need to obtain from the provider clarification of incomplete, conflicting, or ambiguous documentation regarding a reportable condition or procedure or other reportable data element (e.g., present on admission indicator)
  - ⇒ support of hospital goals and objectives for compliant clinical physician documentation in a professional and courteous manner
  - ⇒ adherence to written hospital policies and procedures related to documentation of clinical conditions
  - ⇒ queries the treatment team as necessary via written communication to obtain accurate and complete documentation
  - ⇒ applies knowledge of official coding guidelines and regulatory requirements to improve quality of documentation
  - ⇒ utilizes Client's electronic medical record

Solventum Outpatient CDI Ongoing Education and Monitoring

Solventum will monitor the goals and activities of the overall Outpatient CDI program and provide the following:

1) Consultant-to-physician education

   The Outpatient CDI team will identify key physicians to receive quarterly education which will be provided by the Outpatient CDI Manager or a designee (Solventum consultant) and will focus on documentation needs as they relate to the Outpatient CDI program and specificity needed for accurate coding. Solventum recommends that the education sessions be conducted at specialty and/or subspecialty levels for the medical staff. If needed, Solventum requests that the Physician Champion and Chief Medical Officer assist in the scheduling of the education and in facilitating physician attendance.

2) Outpatient performance monitoring reports (e.g. Total Revenue, Medical Necessity Revenue Impact, Queries Sent, Query Response and Response Rate) provided by the Outpatient CDI Supervisor for outsourced outpatient CDI performance with financial impact

   An executive summary overview will be provided monthly and includes findings and recommendations for financial and operational impacts associated with outpatient documentation; analysis of key process metrics for coverage, query and response rates; and potential payment issues in coding and clinical documentation.

TOTAL OUTSOURCED CODING SERVICES

Engagement Objective

The objective of the Solventum Total Solventum Coding ("Solventum Coding" or the "Services") is to provide direct management and operational oversight of the Client's coding department. Solventum program management will work directly with Client management to perform an operational assessment to determine key KPIs and performance parameters for Client employees. Solventum will be the prime contractor for these Services and may use a subcontractor(s) to perform the Services under this Scope of Work.

Solventum will:

- Provide a Coding Manager and Coding Supervisor to oversee the coding operations
- Provide five (5) experienced credentialed coders for the five (5) currently vacant positions
- Provide coders who are trained and skilled in all aspects of facility coding and reimbursement methodologies
- Provide a mutually agreed upon turn-around time to meet your needs
- Work with the Client's designated Coding Coordinator
- Meet regularly with the Client team

Transition Planning

Solventum will schedule initial meetings with Client leadership to collaborate on a timetable for planning and executing the transition to Solventum coding, including the mutually agreeable date of transition and validation of coding work types, workflows and volumes initially provided. Once the transition date is defined, a designated Coding team will schedule a presentation with Client's leadership to kick-off the Services to include a review of ongoing coding management. The parties will work to create the following roles during the transition planning stage:

Roles/ Items	Responsibility	
	Solventum	Client
Coding Manager assigned to provide executive leadership to the Solventum Coding team and work with Client's executives	X	
Coding Supervisor assigned to oversee the management of the Coding team.	X	
Coding Manager and Coding Supervisor to begin the transition stage with an onsite visit to conduct interviews with key stakeholders and gather data	X	
HIM/Coding Coordinator(s) appointed to serve as a liaison between the Solventum and Client teams		X
Provide complete list of coding work types, work lists, workflows and volumes		X

Solventum Coding Staffing

Solventum will provide one (1) Coding Manager, one (1) Coding Supervisor (collectively the "Coding Management team") and initially five (5) Coding Specialists (two (2) Inpatient and three (3) Outpatient Coding Specialists) for the term of the engagement. Thereafter, Solventum resources will fill any open Coder positions utilizing the Attachment B - Order Request Form during the duration of the engagement. Once added, the Coder(s) will remain in place for the duration of the engagement. Solventum reserves the right to utilize subcontractors to assist with the Coding Specialist work and will clearly identify all subcontracted services.

Throughout the Term of the engagement the assigned experienced Coding Management team will work remotely for the majority of the time, coming onsite for the kick-off, as well as coming onsite as needed to manage the Solventum Coding services, not to exceed 12 visits in Year 1 and 5 visits, each, in Years 2 through 5 for the Coding Manager. Client will ensure adequate office space, access and logistics are provided for any onsite staffing and for the Coding Manager visits.

- The Coding Management team's responsibilities include the following:
  - ⇒ Lead the development, coordination and management of the coding operations including monitoring coding quality and productivity metrics, training and development
  - ⇒ collaborate with Client's HIM/Coding Coordinator, or designee, regarding Solventum Coding activities over the course of the engagement
  - ⇒ help ensure that the day-to-day Solventum Coding activities are conducted in a compliant and accurate manner
  - ⇒ conduct calls with Client's leadership related to coding operations and oversight
  - ⇒ monitor changes in law, regulations, rules, and code assignment that impact documentation, and reimbursement
  - ⇒ act as primary point of contact for the Coding Operations for the Client's Coding Coordinator

ARRANGEMENTS FOR DELIVERY OF SERVICES

Solventum's provision of the Solventum CDI and Solventum Coding Services is based upon basic responsibilities, assumptions and risks normal to virtually any project between two parties. A full list of responsibilities, assumptions and risks will be reviewed at the initiation of the project. These include, but are not limited to:

Client Responsibilities:

- Provide training to the CDI and Coding Supervisors and CDI and Coding Specialists on the use of hospital electronic health records and all systems necessary to complete the CDI and Coding review function.
- Enforce the Solventum 360E workflow recommended by the Solventum Managers and Supervisors to ensure workflow optimization. This includes eliminating the current workflow and replacing it with the Solventum best practice workflow.
- Provide the CDI Supervisor and the Coding Supervisor with updates from the payors that affect reimbursement.
- Provide escalation plan for non-responsive providers.
- Physician Champion and CMO to assist in the scheduling of the education and in facilitating physician attendance.
- Provide clinical criteria for high impact diagnoses (e.g. Acute Respiratory Failure, Sepsis).
- Cooperate with Solventum by making available all necessary management decisions, requested information, access to Client sites, and approvals and acceptances as reasonably requested.
- Make a reasonable attempt to resolve any IT and technology issues that are impacting productivity in a timely manner and agree to an escalation plan with required.
- Provide selected space and equipment needs to conduct the education and/or training and notifying the participants of the times and locations.
- Assist with the scheduling and promoting of the physician educational sessions and provide selected space and equipment needs to conduct the education.
- Provide electronic data set in designated format to Solventum at mutually agreed intervals to match reporting frequency.
- Provide master list of physicians to include Physician Name, Physician NPI, Physician's Specialty, Physician Group (if any).
- Coordinate with the management team and the Solventum CDI Manager to schedule the conference calls to review the data reports.
- Allow availability of key participants for various meetings, as necessary, throughout the entire engagement.
- Assist with the reserving and scheduling of all necessary meetings, interviews, conference rooms, workspace and meeting space for onsite activities, and other facilities as mentioned above.
- Provide the CDI and Coding teams, while onsite, access to a quiet working space, printer, telephones, and Internet connection. If Client utilizes an electronic medical record, access to terminals will be provided to the CDI and Coding teams.
- Physician Accountability Measures:
  - Client will be responsible for enforcing Physician Accountability Measures as further set forth below. Solventum will utilize Client's existing escalation process, or provide one, that requires a CDI Specialist or Coder to escalate issues regarding clinical documentation to a CDI Manager. A multi-disciplinary committee consisting of Client's physicians, quality, compliance and HIM staff is required to review cases submitted by a CDI Specialist or Coder if the diagnoses are inconsistent with a patient's clinical picture. Solventum will provide reporting that tracks the entire query process to include responses, impact, and turnaround.

    Client will enforce the following Physician Accountability Measures:

    - A query is created and a courtesy email is sent to the Physician letting them know that there is a new query. The Physician is given 24 hours to respond to the query. If the query has not been answered in 24 hours, the CDI Specialist or Coder will send another email to the Physician and copy his/her Department Chair. If the query still has not been answered within 48 hours of the email, the CDI Specialist or Coder will send another email and copy the Department Chair, CDI Manager, CMO and Physician Champion. The Physician Champion or CMO will intervene and send a communication to the Physician instructing them to respond immediately. If the Physician doesn't respond within 24 hours, the Physician Champion or CMO will provide a meaningful response to the query.
- Physicians will meet a ninety percent (90%) response rate on the queries presented to them by the CDSs. If a physician does not meet the required response rate, the Physician Champion and CMO will intercede with recommendations for improvement.

Solventum's delivery of the Services and the professional fee charged are dependent on Client's timely and effective completion of their responsibilities and timely decisions and approvals by Client's management. Client will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in their responsibilities.

DATA SPECIFICATIONS

The following details the data file submission process and use for any data requested to support the Services described herein.

Protected Health Information (PHI): It is Solventum's policy to take appropriate safeguards to prevent unauthorized use or disclosure of Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In the event data is not submitted via Solventum's secure web portal, Client must encrypt the data prior to transmitting it to Solventum.

Submission Process of Client's Secure/Encrypted Data to Solventum: Solventum provides a web portal for the submission of Client data which provides a secure method of transferring the data to Solventum without the need for special encryption applications. To submit data to Solventum using Solventum's secure web portal, please send a request with the facility name and Medicare Provider Number (MPN) in the subject line requesting an account to HIS-COS-DATA@solventum.com. Please include in the body of the email the Client contact's email and number where the contact can be reached. Once an account has been established, or if Client already has an account, please access Solventum's Internet website at https://performancemanagement.3mhis.com to submit discharge data for the length of time as stated in the Scope of Work or as agreed upon during planning. Should Client fail to deliver properly formatted, usable data to Solventum within ninety (90) days of Solventum's written request, then Solventum may terminate the Services upon notice to Client.

Comparative Benchmarks: The development of comparative benchmarks (benchmarks or norms) by Solventum follows industry best practices to produce non-attributable best practice comparative benchmarks. The source files used to produce these comparative benchmarks are periodically refreshed to provide timely and comprehensive best practice performance measures using MS-DRG and/or APR DRG and/or other clinical, patient and facility characteristics. Comparative benchmarks may be produced at the national, state, bed size, facility type level as well as other combinations based on industry and customer input. When defining the content of any comparative benchmark, it is Solventum policy to require observations for at least 10 individual facility providers, defined by Medicare CCN, to contribute to the comparative benchmark. This ensures that the facility providers within the comparative benchmark data source are non-attributable. In addition, for all comparative benchmarks, Solventum has adopted the CMS cell size suppression policy (https://www.resdac.org/articles/cms-cell-size-suppression-policy) to ensure that no value from 1 to 10 is displayed or allowed to be derived from other reported cell values within the comparative benchmark. Individual patient records within the comparative benchmark data source are never viewable or made available to further ensure the confidentiality of the source data and the comparative benchmark are non-attributable to the facility provider and individual patient. Solventum reviews these best practice policies periodically and reserves the right to update these policies as necessary to meet industry best practices.

If you would like additional information concerning Solventum's benchmarking activities or if your organization does not wish to participate in the Solventum Client Comparative Benchmarks, please contact your Sales Representative or contact Solventum HCBG Privacy Team at hcbgprivacy@solventum.com.

ATTACHMENT B TO SCHEDULE 2-2 TO AMENDMENT 2
ORDER REQUEST FORM

Duplicate form as needed for each request

When the Client has open positions to be filled, please contact your Solventum CDI Manager to confirm the details of the requested additional Consulting Services ("Additional Services"). The CDI Manager will complete the form based on the details Client supplies and will send you a PDF for signature. Please sign and return the fully executed form to your Solventum representative, Carrie Roth at clroth@solventum.com, with a copy to HI-CS-PricingProposals@solventum.com.

EFFECTIVE DATE (Resource start date): _____

1. This Order Request Form, by this reference, shall be incorporated into and made a part of the Agreement between Solventum and Client. The term for the Additional Services will take effect on the Effective Date (Resource start date) of this Order Request Form and will terminate, unless otherwise stated, coterminous with the current Term end date of Schedule 2-2. All terms in the Agreement will remain intact and are hereby incorporated by reference and together constitute the entire understanding between the parties with respect to the subject matter hereof.
2. The Scope of Work (Attachment A) will govern the Additional Services. In the event of any conflict between the Scope of Work and the Agreement, the Agreement shall govern. The provisions of the Scope of Work govern only the subject matter thereof and not any other subject-matter covered by the Agreement.
3. Once added to the engagement by way of this Order Request Form, the Solventum CDI Specialist(s) and Coder(s) will be locked in for the duration of the Term.
4. **SOLVENTUM ADDITIONAL CONSULTING SERVICES CONTEMPLATED:**

SKU	AUTHORIZED SITE(S) PRODUCT/SERVICE DESCRIPTION	Qty	ANNUAL FEES PER RESOURCE				
	ARROWHEAD REG MED CTR – 400 N PEPPER AVE, COLTON, CA – HI2930198		**Y1**	**Y2**	**Y3**	**Y4**	**Y5**
TOTAL OUTSOURCED CDI	Total Outsourced CDI Services (per Inpatient CDI Specialist)	____	TBD	TBD	TBD	TBD	TBD
TOTAL OUTSOURCED CDI	Total Outsourced CDI Services (per Outpatient CDI Specialist)	____	TBD	TBD	TBD	TBD	TBD
TOTAL OUTSOURCED COD	Total Outsourced Coding Services (per Domestic Coder)	____	TBD	TBD	TBD	TBD	TBD
FINANCECHARGEMONTHLY	Finance Charge – Monthly Billing Cycle	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL ANNUAL SOLVENTUM FEES:		$_____	$_____	$_____	$_____	$_____

5. Each Attachment B Order Request Form shall be invoiced on a monthly basis in accordance with the terms and conditions of the Agreement and shall be prorated to the Client's next annual billing cycle.

Invoice Code	Description	Amount
EFFECTDATE	Bill upon Effective Date	100%

6. This Order Request may not be modified except pursuant to an amendment expressly stating a purpose to amend the terms of this Order Request and signed by authorized representatives of both the Client and Solventum. This Order Request will not be effective until signed by both parties and fully executed copies are delivered to both Client and Solventum.
7. The parties hereby indicate acceptance of the terms of this Order Request Form by signatures of their authorized representatives. By signing below, the undersigned certifies that he or she is authorized and directed to execute and deliver any and all contracts on behalf of Client.

[Signatures on next page]

SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.		SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Purchase Order Number:	_____

Please email the signed Order Request Form to: hiscontractsubmission@solventum.com
With a copy to: HI-CS-PricingProposals@solventum.com

FOR SOLVENTUM INTERNAL USE ONLY					
ISSUE DATE / BY:	GPO:		BATCH NUMBER:	PARTICIPANT SITE ID:	AGREEMENT NUMBER:
				2930198	Q38566-24
REVISION DATE / BY:	REVISION NUMBER:	VERSION:			
		ORD			

ATTACHMENT C
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: **Solventum Health Information Systems, Inc.**

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No **X**

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: **Not Applicable ("N/A")**

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

   N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	
N/A	

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

   No **X**

   Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

    No **X** If no, please skip question 11.

    Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: **N/A**

    Name of Contributor: **N/A**

    Date(s) of Contribution(s): **N/A**

    Amount(s): **N/A**

    Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions. **N/A**

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.