

Contract Number

06-141 A-15

SAP Number

4400016682

Arrowhead Regional Medical Center

| | |
|---|--|
| Department Contract Representative | <u>William L. Gilbert</u> |
| Telephone Number | <u>(909) 580-6150</u> |
| | |
| Contractor | <u>Change Healthcare Technologies, LLC</u> |
| Contractor Representative | <u>Harrison Pollack</u> |
| Telephone Number | <u>(917) 239-3823</u> |
| Contract Term | <u>February 7, 2006 through May 25, 2025</u> |
| Original Contract Amount | <u>\$10,922,335.69</u> |
| Amendment Amount | <u>\$3,600.00</u> |
| Total Contract Amount | <u>\$10,925,935.69</u> |
| Cost Center | <u>7630</u> |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 15

THIS Amendment No. 15 (this "Amendment") dated August 22, 2023 is made by and between CHANGE HEALTHCARE TECHNOLOGIES, LLC ("CHC") (Contractor), and SAN BERNARDINO COUNTY ("Customer") and modifies the terms to Agreement C0608542 executed between the parties as of February 7, 2006 ("Agreement"), as previously amended.

1. Add to the agreement Contract Supplement No. OPTY-721567, as attached hereto and incorporated herein.
2. Add Section 10:

10. Political Contributions

Contractor has disclosed to the County using Attachment C, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other 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 Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor

acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other 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 Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

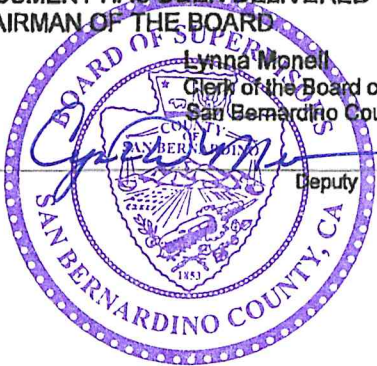
- 3. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
- 4. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.
- 5. **Counterparts.** 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 Contract. 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.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 12 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Change Healthcare
(Print or type name of corporation, company, contractor, etc.)

By *[Signature]*
(Authorized signature - sign in blue ink)

Name Kevin Ho
(Print or type name of person signing contract)

Title Manager, Sales Operations
(Print or Type)

Dated: 8/30/2023

Address 10711 Cambie Rd
Richmond BC V6X 4A6

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Bonnie Uphold*
Bonnie Uphold, Supervising Deputy County Counsel
Date 9-5-2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *[Signature]*
William L. Gilbert, Director
Date 9/5/23



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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-subsidary 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: CHANGE HEALTHCARE TECHNOLOGIES, LLC
 (a wholly owned subsidiary of UnitedHealth Group Incorporated)

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

| Company Name | Agent(s) |
|--------------|----------|
| N/A | |
| | |

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

| Company Name | Contact |
|--------------|---------|
| N/A | |
| | |

5. 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 | | |
| | | |

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

Yes No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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 | |
| | |

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| | |
|--|--|

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

CONTRACT SUPPLEMENT

| | |
|-----------------|--|
| Part I | Administration Section |
| Part II | General Terms and Conditions Section |
| Part III | Facility and Payment Schedule Section |
| Part IV | Products, Pricing Section and Customer Administration |
| Part V | Reserved |

PART I

ADMINISTRATION SECTION

This Contract Supplement to License Agreement No. C0608542, dated February 7, 2006, ("Agreement") is effective as of the latest date below ("CS Effective Date"), and consists of all Exhibits, Schedules, and Attachments incorporated by reference ("Contract Supplement"). Unless expressly stated in this Contract Supplement, the terms and conditions of this Contract Supplement apply only to the Facilities, Software, Managed Services and Services in this Contract Supplement. To the extent that this Contract Supplement conflicts with the Agreement, the terms of this Contract Supplement will control. Where not in conflict, all applicable terms in the Agreement are incorporated by reference.

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 will not relieve Customer of any obligation under this Contract Supplement. Terms on or attached to Customer's PO will have no effect.

No Warranty of Future Functionality. Change Healthcare makes no warranty or commitment regarding any functionality not Generally Available as of the CS Effective Date for any of the Products or Services provided under this Contract Supplement and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from Change Healthcare in its decision to execute this Contract Supplement.

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

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

Signature: 


Printed Name: **Dawn Rowe**

Title/Position: **Chair, Board of Supervisors**

Customer PO. No.: 4100294802

Date: SEP 12 2023

CHANGE HEALTHCARE TECHNOLOGIES, LLC

Signature: 
ken ho (Sep 1, 2023 15:07 PDT)

Printed Name: Ken Ho

Title/Position: Manager, Sales Operations

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
Email: migsalescontracts@changehealthcare.com

PART II

GENERAL TERMS AND CONDITIONS SECTION

SECTION 1: ADD-ON

1.1 Unless expressly stated in this Contract Supplement, the terms from Contract Supplement No. MTT P0620076, dated February 17, 2006 ("Initial CS") are incorporated herein by reference, excluding General Comment 5, and any pricing terms, product listing and training terms.

SECTION 2: INTERNET DISCLAIMER

2.1 CHANGE HEALTHCARE IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICE.

SECTION 3: RETAINED RIGHTS

3.1 Change Healthcare reserves all rights not expressly granted to Customer in this Contract Supplement including all right, title, and interest to all work developed for or delivered to Customer under this Contract Supplement. Change Healthcare solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to Change Healthcare may be used to develop new and existing products and services that will be owned solely by Change Healthcare.

SECTION 4: DEFINITIONS

"Change Healthcare Solution" means any Change Healthcare-owned Product or Change Healthcare-owned Service provided to Customer under a Contract Supplement.

"Facility" means an establishment that is (a) located in USA, (b) operated by Customer or a Change Healthcare-approved third party, and (c) identified in a Contract Supplement.

"Installation Date" means the date the Products or Services are available for Customer use.

"Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a Change Healthcare competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in the Agreement.

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

"Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that Change Healthcare provides to Customer under a Contract Supplement. Change Healthcare may provide Services from any of its business locations through technological means, including artificial intelligence and machine learning.

SECTION 5: RESCHEDULING

5.1 Change Healthcare will schedule the installation of the applicable Products and Services with Customer, following both parties' execution of this Contract Supplement. If any Customer initiated rescheduling occurs less than 60 days before the scheduled commencement of the Services, then Change Healthcare may invoice Customer an amount equal to (a) 15% of the total applicable Services

fees and (b) the expenses incurred by Change Healthcare in connection with the Customer initiated rescheduling including, without limitation, travel cancellation fees, equipment storage fees, and equipment restocking fees by third party suppliers.

SECTION 6: CUSTOMER RESPONSIBILITIES

6.1 Customer will use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify Change Healthcare of any known performance problems or security vulnerabilities related to the Products and Services.

6.2 Customer is responsible for any third party license fees or components that are required for integration to the Products and Services to the extent they are not purchased from Change Healthcare. Change Healthcare will not be responsible for implementation delays in the event the foregoing is not provided in a timely fashion.

6.3 Customer must provide, directly or through a third party, at Customer's own expense, access to the Products located at Customer's Facility in the manner currently prescribed by Change Healthcare prior to the installation of Products or Services. Customer will provide such access in order for Change Healthcare to (a) install Products, and (b) provide technical support, Software Maintenance Services and Upgrades, and, if applicable, Managed Services.

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

**PART III
 FACILITY AND PAYMENT SCHEDULE**

FACILITIES:

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

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

PAYMENT SCHEDULE:

| | |
|-----------------------|------------------------------------|
| One-Time Fees: | 100% due 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 federal and state anti-kickback laws, including Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and the regulations found at 42 CFR. Sec. 1001.952(g) and (h). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, 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.

Change Healthcare's pricing does not include sales, use, value-added, withholding, or other taxes and duties. Change Healthcare will invoice Customer for applicable taxes and duties unless Customer provides Change Healthcare with satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, and indemnify Change Healthcare against, all taxes and duties (except for taxes on Change Healthcare's net income).

PART IV
PRODUCT(S), PRICING AND CUSTOMER ADMINISTRATION
[SEE FOLLOWING PAGES]

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-721567
Customer No.: 1038372
Project: CPACS admin training - 1 seat

Quoted On: March 21, 2023
Quote Expiry Date: September 17, 2023
Quote Number: 118961
Initial CS: MTT P0620076 2/17/2006

Fees Summary

| | One-Time Fees | Recurring Fees |
|-------------------------------------|----------------------|-----------------------|
| Implementation & Education Services | 3,600.00 | |
| GRAND TOTALS | 3,600.00 | |

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

Quoted On: March 21, 2023

Contract: OPTY-721567

Quote Expiry Date: September 17, 2023

Customer No.: 1038372

Quote Number: 118961

Project: CPACS admin training - 1 seat

Initial CS: MTT P0620076 2/17/2006

Proposal Summary - All prices are stated in USD

| One Time Fee Summary | | | |
|---|---------|--------------------|-----------------|
| Quote Ref. | Product | Education Services | Net Price |
| 118961-1 | CPACS | 3,600.00 | 3,600.00 |
| San Bernardino County on behalf of Arrowhead Regional Medical Center Subtotal | | 3,600.00 | 3,600.00 |
| | | | Total |
| Proposal List Price | | 4,000.00 | 4,000.00 |
| Proposal Discount | | 400.00 | |
| Discount % | | 10.00 | |
| Proposal Net Total | | 3,600.00 | 3,600.00 |

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

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| | | | |
|----------------------|--|---------------------------|------------------------|
| Customer: | San Bernardino County on behalf of Arrowhead Regional Medical Center | Quoted On: | March 21, 2023 |
| Contract: | OPTY-721567 | Quote Expiry Date: | September 17, 2023 |
| Customer No.: | 1038372 | Quote Number: | 118961 |
| Project: | CPACS admin training - 1 seat | Initial CS: | MTT P0620076 2/17/2006 |

Proposal Notes

See Statement of Work for Implementation Services for additional terms, if applicable.

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

Quoted On: March 21, 2023

Contract: OPTY-721567

Quote Expiry Date: September 17, 2023

Customer No.: 1038372

Quote Number: 118961

Project: CPACS admin training - 1 seat

Initial CS: MTT P0620076 2/17/2006

Line Item Details

| San Bernardino County on behalf of Arrowhead Regional Medical Center | | | | | CPACS | 118961-1 | |
|--|-----|--------|----------------|--|----------------|--------------------|------------------------|
| No | Qty | Part | SAP/MNT | Description | Unit Net Price | Extended Net Price | Extended Net Recurring |
| Education Services | | | | | | | |
| 1 | 1 | SER965 | 75003943 NA | Change Healthcare Cardiology CPACS System Administration Course training course - per attendee - Travel and relate living expenses are not included in the tuition fee | 3,600.00 | 3,600.00 | |
| Total: | | | | | | 3,600.00 | |

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

ADMINISTRATION:

| | |
|---|--|
| Sold To: | Ship To: * |
| San Bernardino County on behalf of Arrowhead Regional Medical Center | San Bernardino County C/O Medical Imaging Bldg CPACS Trai |
| 400 N Pepper Ave | 400 N Pepper Ave |
| Colton, CA, 92324-1801 | Colton, CA, 92324 |
| | |
| Federal Tax ID No: 95-6002748 | Telephone: 909.580.1572 |
| | E-Mail: cundieffs@armc.sbcounty.gov |
| | |
| | *Ship To details can change based on Customer's request or based on PO provided by Customer. |
| Bill To: * | Paid By: |
| Arrowhead Regional Medical Center C/O Accounts Payable | San Bernardino County on behalf of Arrowhead Regional Medical Center |
| 400 N. Pepper Avenue | 400 N Pepper Ave |
| Colton, CA, 92324-1801 | Colton, CA, 92324-1801 |
| PO Box: | |
| | |
| Attention: | |
| Telephone: | |
| Email: | |
| | |
| *If Customer provides a PO with Bill To details different from above, use Bill To details in the PO. | |
| | |
| Maintenance / Recurring Fees Bill To: (If different from above Bill To, please fill in below.) | |
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