

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
22-1218 A-2

SAP Number
4400021113

Arrowhead Regional Medical Center

| | |
|--|---|
| Department Contract Representative Telephone Number | <u>Andrew Goldfrach</u> <u>(909) 580-6150</u> |
| Contractor | <u>Solventum Health Information Systems, Inc. (fka) 3M Health Information Systems, Inc.</u> |
| Contractor Representative Telephone Number | <u>Aimee Corazzari</u> <u>(720) 354-0822</u> |
| Contract Term | <u>December 30, 2022 until termination of the last schedule</u> |
| Original Contract Amount | <u>\$3,635,050</u> |
| Amendment Amount | <u>\$0</u> |
| Total Contract Amount | <u>\$3,635,050</u> |
| Cost Center | <u></u> |
| Grant Number (if applicable) | <u>N/A</u> |

Briefly describe the general nature of the contract:

Amendment No. 2 to Master Software and Services Agreement 22-1218 with Solventum Health Information Systems, Inc. for automated medical records coding and reimbursement software licenses and support services designating third party contractor RadGov, Inc. as a limited license authorized site to perform the roles of CDI and Coding staff and management with no change to the contract amount of \$3,635,050 or the contract period from December 30, 2022 until termination of the last schedule.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 5/1/2025

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach
Andrew Goldfrach, ARMC Chief Executive Officer

Date 5/2/2025



AMENDMENT 2 TO THE MASTER SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Master Software and Services Agreement**, dated December 6, 2022 (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. **Name Change.** 3M Health Information Systems, Inc. is now known as Solventum Health Information Systems, Inc. with offices at the same location and with the same Federal Tax ID number and payment remittance information. All references in the Agreement to "3M" shall mean and refer to Solventum Health Information Systems, Inc. Client will continue to see rebranding activities until all such 3M Products have been rebranded.
3. **AMEND Schedule 1-1, the Annuity Products Fee Schedule, with the actions contained in the Schedule below.**
4. **SACA Conditional Acceptance.** As a condition precedent to Solventum accepting this fully executed Amendment, Client must return an executed copy of the Solventum Software Access Confidentiality Agreement # **Q48695-24**. Upon return to Solventum of both the executed Amendment and executed Solventum Software Access Confidentiality Agreement # **Q48695-24**, **RadGov, Inc.** will be designated as a limited license Authorized Site to **perform the roles of CDI and Coding staff and management on-site** under this Agreement, such limited license as further set forth in, and governed by, Solventum Software Access Confidentiality Agreement # **Q48695-24**.

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 mail 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.

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| <p>SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER</p> <p>BY: </p> <hr/> <p>NAME: Dawn Rowe</p> <hr/> <p>TITLE: Chair, Board of Supervisors</p> <hr/> <p>DATE: JUN 10 2025</p> | <p>SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.</p> <p>Signed by: </p> <p>BY: </p> <hr/> <p>NAME: John C. Mathison</p> <hr/> <p>TITLE: HIS Operations</p> <hr/> <p>DATE: 06/05/2025</p> |
|---|---|

PLEASE EMAIL THE SIGNED AMENDMENT TO: HISCONTRACTSUBMISSION@SOLVENTUM.COM

| ISSUE DATE / BY: | GPO: | BATCH NUMBER: | CLIENT SITE ID: | AGREEMENT NUMBER: | CLIENT EMR: |
|---------------------|------------------------------|---------------|-----------------|-------------------|-------------|
| 08/26/24 CAR | ***** | Q48695 | 2930198 | 038913-22 | Epic |
| | VERSION: MSSA CMR No: | | | | |

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD. LYNNA MONEILL, Clerk of the Board of Supervisors of San Bernardino County.

By Deputy Clerk

PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law. Release or disclosure is prohibited without Solventum consent. Immediately report any request to Solventum.

SCHEDULE 1-1

ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

1. Itemized Schedule of Solventum Products below:

| S/O ITEM | CPU ACTION | SKU | AUTHORIZED SITE PRODUCT DESCRIPTION | SITE TYPE LIST PRICE | TOTAL 1 ST YR ANNUAL & ONE TIME FEE |
|-----------------------|------------|----------------------|--|---------------------------|--|
| - | Web | --- | RADGOV, INC.-101 MORGAN LANE SUITE # 304, PLAINSBORO, NJ 6021674 | SACA Referenced Entity | |
| 1. | Add | 360E CAC INPATIENT | 360 Encompass System - Computer Assisted Coding Inpatient | \$0.00 | \$0.00 |
| 2. | Add | 360E CAC OUTPATIENT | 360 Encompass System - Computer Assisted Coding Outpatient | \$0.00 | \$0.00 |
| 3. | Add | 360E CDI | 360 Encompass System - Clinical Documentation Integrity System Software | \$0.00 | \$0.00 |
| 4. | Add | 360E CODING EXCELLNC | 360 Encompass System - Coding Excellence | \$0.00 | \$0.00 |
| 5. | Add | 360E-ENSBL-ADDLC | Additional Ensemble License for Test Environment | \$0.00 | \$0.00 |
| 6. | Add | MND CA A&B | Medical Necessity Dictionaries CA Part A&B | \$0.00 | \$0.00 |
| 7. | Add | PSUS-360 | 3M Update Services 360 Encompass | \$0.00 | \$0.00 |
| 8. | Add | CDI ENGAGE ONE | Clinical Documentation Integrity - Engage One License | \$0.00 | \$0.00 |
| SITE SUBTOTAL: | | | | | \$0.00 |

FEE SUMMARY:

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|---|---------------|
| ANNUAL SOFTWARE LICENSE & SUPPORT FEES: | \$0.00 |
| *TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: | \$0.00 |
| TOTAL THIS SCHEDULE: | \$0.00 |

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2025, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

I&T = Implementation and Training PI = Phone Installed CI = Client Installed