

CONTRACT SUPPLEMENT

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PART I

ADMINISTRATION SECTION

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

CHANGE HEALTHCARE TECHNOLOGIES, LLC

Signature: _____

Signature:  _____

Printed Name: _____

Printed Name: Mike Martino

Title/Position: _____

Title/Position: Director, Sales Operations

Customer PO. No.: 4100138413 _____

Date: 5/13/2020 _____

Date: _____

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

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

PART II

GENERAL TERMS AND CONDITIONS SECTION

SECTION 1: ADD-ON

1.1 Unless otherwise expressly set forth in this Contract Supplement, the terms from Contract Supplement No. MTT P0620076, dated February 17, 2006 (“**Initial CS**”), are incorporated herein by reference and apply to this Contract Supplement excluding any pricing terms, product listing and training terms. In addition, Customer acknowledges and agrees that the Maintenance Services Term for this Contract Supplement is coterminous with the Initial SWM Term or Initial Maintenance Term, as applicable, or the current Renewal Term of the Initial CS. If the parties agreed to modify the terms for Maintenance Services on another Contract Supplement or amendment after the Initial CS, then the most recent terms for Maintenance Services will apply to the System and any Add-On Orders under the Agreement.

SECTION 2: PROFESSIONAL RESPONSIBILITY AND CLINICAL CONTENT DISCLAIMER

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY CHANGE HEALTHCARE HEREUNDER (WHETHER SEPARATELY OR INCLUDED WITHIN A PRODUCT) IS AN INFORMATION MANAGEMENT AND DIAGNOSTIC TOOL ONLY AND THAT ITS USE CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF TRAINED INDIVIDUALS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT CHANGE HEALTHCARE HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CUSTOMER AND CHANGE HEALTHCARE, CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CUSTOMER DATA AS INPUT INTO THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT CHANGE HEALTHCARE: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE CUSTOMER’S USE OF THE CLINICAL CONTENT AND (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE CLINICAL CONTENT PROVIDED MAY BE USED BY THE CUSTOMER. THE PARTIES AGREE THAT CHANGE HEALTHCARE DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT CUSTOMER’S USE OF THE PRODUCTS DOES NOT ABSOLVE THE CUSTOMER OF ITS OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTHCARE SERVICES TO PATIENTS. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES. CHANGE HEALTHCARE MAKES NO WARRANTY AS TO THE NATURE OR QUALITY OF THE CONTENT OF RESULTS, MESSAGES OR INFORMATION SENT BY CUSTOMER, OR ANY THIRD PARTY USERS OF THE PRODUCTS.

SECTION 3: INTERNET DISCLAIMER

3.1 CERTAIN PRODUCTS AND SERVICES PROVIDED BY CHANGE HEALTHCARE UTILIZE THE INTERNET. CHANGE HEALTHCARE DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CHANGE HEALTHCARE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CHANGE HEALTHCARE’S OR CUSTOMER’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, CHANGE HEALTHCARE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

SECTION 4: DEFINITIONS

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

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

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

“Change Healthcare Support Manual” means Change Healthcare’s written Maintenance Services procedures for the applicable Product or Service as contained in the applicable support manual, incorporated herein by reference, as may be reasonably modified from time to time by Change Healthcare.

“Clinical Content” means medical, clinical, or billing and coding information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Contract Supplement, together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (a) owned by Change Healthcare or (b) third party Clinical Content.

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

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

SECTION 5: SUPPORT MANUAL

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

SECTION 6: REVOCATION

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

**PART III
 FACILITY AND PAYMENT SCHEDULE**

FACILITIES:

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

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

PAYMENT SCHEDULE:

Software, Implementation and Education Services:	100% is due on the CS Effective Date.
Maintenance Services:	Software Maintenance Services: The first annual Software Maintenance Services fee is due on the System Installation Date or Software Installation Date, as applicable, and pro-rated to the end of the current billing period. Subsequent annual Software Maintenance Services fees are due on each anniversary of the billing period start date.

The transaction covered by this Contract Supplement may involve a discount, rebate or other price reduction on the items covered by this Contract Supplement. Customer may have an obligation to report such price reduction or the net cost in its cost reports or in another appropriate manner in order to meet the requirements of applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(g) and (h). Customer will be responsible for reporting, disclosing, and maintaining appropriate records with respect to such price reduction or net cost and making those records available under Medicare, Medicaid, or other applicable government health care programs.

Unless Customer provides Change Healthcare prior to the CS Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, Change Healthcare will invoice Customer for all such taxes applicable to the transactions under this Contract Supplement.

PART IV

PRODUCT(S), PRICING AND CUSTOMER ADMINISTRATION

[SEE FOLLOWING PAGES]

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

Quoted On: May 10, 2020

Contract: IWS-341015

Quote Expiry Date: November 6, 2020

Customer No.: 1038372

Quote Number: 90905

Project: Philips Epiq echo cart connection

Initial CS: MTT P0620076 2/17/2006

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Fees Summary

	One-Time Fees	Recurring Fees
Software	13,770.00	4,406.40
Implementation & Education Services	810.00	
CIS Implementation & Education Services	7,200.00	
GRAND TOTALS	21,780.00	4,406.40

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

Quoted On: May 10, 2020

Contract: IWS-341015

Quote Expiry Date: November 6, 2020

Customer No.: 1038372

Quote Number: 90905

Project: Philips Epiq echo cart connection

Initial CS: MTT P0620076 2/17/2006

Proposal Summary - All prices are stated in USD

One Time Fee Summary				
Quote Ref.	Product	Change Healthcare Software	Impl Services	Net Price
90905-1	CIS		7,200.00	7,200.00
90905-2	CPACS	13,770.00	810.00	14,580.00
The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal		13,770.00	8,010.00	21,780.00
				Total
Proposal List Price		30,600.00	8,900.00	39,500.00
Proposal Discount		16,830.00	890.00	
Discount %		55.00	10.00	
Proposal Net Total		13,770.00	8,010.00	21,780.00

Recurring Annual Fees Summary			
Quote Ref.	Product	Change Healthcare Software	Net Price
90905-2	CPACS	4,406.40	4,406.40
The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal		4,406.40	4,406.40
			Total
Proposal List Price		5,508.00	5,508.00
Proposal Discount		1,101.60	
Discount %		20.00	
Proposal Net Total		4,406.40	4,406.40

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

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

Quoted On: May 10, 2020

Contract: IWS-341015

Quote Expiry Date: November 6, 2020

Customer No.: 1038372

Quote Number: 90905

Project: Philips Epiq echo cart connection

Initial CS: MTT P0620076 2/17/2006

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Proposal Notes

PLEASE NOTE that DSR Mapping may not be available yet for this model and software version of echo cart.

If not, CHC will require the following to begin qualification process:

1. Module required (Echo adult, Echo Ped, vasc)
2. Full sample of all required measurements in .srd file for each module
3. Dicom sample of article #2 procedure
4. Conformance statement- recommended
5. Contact from the vendor- recommended

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

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Project: Philips Epiq echo cart connection

Initial CS: MTT P0620076 2/17/2006

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Line Item Details

The County of San Bernardino on behalf of Arrowhead Regional Medical Center					CIS	90905-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Implementation Services							
1	2	SER932	74037095 NA	DICOMSR measurement interface services - for new ultrasound make or model - Up to a maximum of 15 hours to map measurements using standard DICOM SR interfaces - does not guarantee full successful mapping for all measurement values	3,600.00	7,200.00	
Total:						7,200.00	

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.

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

Quoted On: May 10, 2020

Contract: IWS-341015

Quote Expiry Date: November 6, 2020

Customer No.: 1038372

Quote Number: 90905

Project: Philips Epiq echo cart connection

Initial CS: MTT P0620076 2/17/2006

Line Item Details (Cont'd)

The County of San Bernardino on behalf of Arrowhead Regional Medical Center					CPACS	90905-2	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Software							
1	2	NSC072	72014010 73023872	Change Healthcare Cardiology DICOM Gateway from Ultrasound Software License - per connected device	6,885.00	13,770.00	4,406.40
Implementation Services							
2	2	SER921	74037084 NA	Remote DICOM connectivity services - per modality - Configure and test receiving images from a new DICOM modality connection - Includes configuring DICOM Modality Worklist query service for new modality, if applicable	405.00	810.00	
Total:						14,580.00	4,406.40

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 :
The County of San Bernardino on behalf of Arrowhead Regional Medical Center	The County of San Bernardino on behalf of Arrowhead Regional Medical Center Materials Management
400 N Pepper Ave	400 N Pepper Ave
Colton, CA, 92324-1801	Colton, CA, 92324-1819
Federal Tax ID No:	Telephone: (909) 777-0795
	E-Mail: hogganj@armc.sbcounty.gov
Bill To: *	Paid By:
Arrowhead Regional Medical Cen Medical Office Bulding, Suite	The County of San Bernardino on behalf of Arrowhead Regional Medical Center
400 N Pepper Ave	400 N Pepper Ave
Colton, CA, 92324	Colton, CA, 92324-1801
PO Box	
Attention:	
Telephone:	
Email:	
*If Customer provides a PO with Bill To details different from above, use Bill To details in the PO.	