

**CONTRACT SUPPLEMENT**

|                 |  |
|-----------------|--|
| <b>Part I</b>   | <b>Administration Section</b>                                |
| <b>Part II</b>  | <b>General Terms and Conditions Section</b>                  |
| <b>Part III</b> | <b>Facility and Payment Schedule Section</b>                 |
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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.: \_\_\_\_\_

Date: 7/17/2020

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. P0619739, dated February 7, 2006 (“**Initial CS**”), as amended, are incorporated herein by reference and apply to this Contract Supplement excluding General Comments 2 and 6, Exhibit 6, and any pricing terms, product listing and training terms.

#### SECTION 2: INTERNET DISCLAIMER

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

#### SECTION 3: DEFINITIONS

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

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

“**Change Healthcare Radiology Solutions™**” formerly known as McKesson Radiology for versions 12.4.1 and lower, and Horizon Medical Imaging for versions 11.9 and lower, means Change Healthcare Radiology Solutions that include a Picture Archiving and Communications System and Change Healthcare Software, including Upgrades and Updates, that may be identified in a Quotation and attached to a Contract Supplement.

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

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

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

#### SECTION 4: SUPPORT MANUAL

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

**SECTION 5: REVOCATION**

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

**PART III  
 FACILITY AND PAYMENT SCHEDULE**

**FACILITIES:**

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

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

**PAYMENT SCHEDULE:**

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

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

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

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

**PART IV**

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

**[SEE FOLLOWING PAGES]**

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

**Quoted On:** February 10, 2020

**Contract:** IWS-362450

**Quote Expiry Date:** October 31, 2020

**Customer No.:** 1038372

**Quote Number:** 88006

**Project:** RIS CONVERSION - Radiology PACS

**Initial CS:** P0619739 2/7/2006 P156840759 5/19/2015

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## Fees Summary

|                                     | One-Time Fees     | Recurring Fees |
|-------------------------------------|-------------------|----------------|
| Implementation & Education Services | 32,720.00         |                |
| Professional Services               | 73,376.80         |                |
| <b>GRAND TOTALS</b>                 | <b>106,096.80</b> |                |

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## Proposal Summary - All prices are stated in USD

| One Time Fee Summary   |                                       |                  |                    |                  |                   |
|--|---------------------------------------|------------------|--------------------|------------------|-------------------|
| Quote Ref.   | Product                               | Impl Services    | Education Services | Prof Services    | Net Price         |
| 88006-1  | Change Healthcare Radiology Solutions | 25,600.00        | 7,120.00           | 73,376.80        | 106,096.80        |
| The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal |                                       | 25,600.00        | 7,120.00           | 73,376.80        | 106,096.80        |
|  |                                       |                  |                    |                  | Total             |
| Proposal List Price  |                                       | 32,000.00        | 8,900.00           | 91,721.00        | 132,621.00        |
| Proposal Discount  |                                       | 6,400.00         | 1,780.00           | 18,344.20        |                   |
| Discount %   |                                       | 20.00            | 20.00              | 20.00            |                   |
| <b>Proposal Net Total</b>  |                                       | <b>25,600.00</b> | <b>7,120.00</b>    | <b>73,376.80</b> | <b>106,096.80</b> |

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



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## Proposal Notes

This quote includes HL7 Inbound Interface and EMR Integration

Includes the following DB Updates:

Procedure Table

EMR Backload

MRN Updates

Physian ID's

Accession Number

Quote is based on questionnaire discussed by customer.

Includes 3 day of training to rebuild hanging protocols as Procedure tables will be updated.

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## Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

| The County of San Bernardino on behalf of Arrowhead Regional Medical Center |     |           |          |  |           |           |              |
|---|-----|-----------|----------|--|-----------|-----------|--------------|
| No  | Qty | Part      | SAP      | Description  | Unit List | Unit Net  | Extended Net |
| <b>Interfaces</b>   |     |           |          |  |           |           |              |
| 1   | 1   | IMP312    | 74042264 | Remote services to implement a 3rd Party EMR on Change Healthcare Radiology Solutions System - Services to be scheduled during business hours                                      | 2,000.00  | 1,600.00  | 1,600.00     |
| 2   | 1   | SVC100    | 74006206 | Change Healthcare Radiology Solutions - HL7 Services - Services to implement and configure a single inbound source for orders (ORM), ADT, and report (ORU) interface               | 20,000.00 | 16,000.00 | 16,000.00    |
| <b>Other Professional Services</b>  |     |           |          |  |           |           |              |
| 3   | 1   | PCSDM1603 | 74042940 | Radiology DB Services - Update Support for RIS Changes: Procedure Table update   | 16,800.00 | 13,440.00 | 13,440.00    |
| 4   | 1   | PCSDM1604 | 74042941 | Radiology DB Services - Update Support for RIS Changes: EMR backlog  | 15,900.00 | 12,720.00 | 12,720.00    |
| 5   | 1   | PCSDM1600 | 74042937 | Radiology DB Services - Update Support for RIS Changes: MRN update   | 23,100.00 | 18,480.00 | 18,480.00    |
| 6   | 1   | PCSDM1602 | 74042939 | Radiology DB Services - Update Support for RIS Changes: Physician ID update  | 20,700.00 | 16,560.00 | 16,560.00    |
| 7   | 1   | PCSDM1609 | 74043955 | Radiology DB Services - Update Support for RIS/HIS Changes: Accession number updates via customer provided crosswalk   | 15,221.00 | 12,176.80 | 12,176.80    |
| <b>Services</b>   |     |           |          |  |           |           |              |
| 8   | 2   | INS077    | 74047286 | Change Healthcare Radiology Solutions PM remote project management implementation services - General project management services to coordinate the implementation for new installs | 5,000.00  | 4,000.00  | 8,000.00     |
| <b>Miscellaneous</b>  |     |           |          |  |           |           |              |
| 8   | 1   | NIC018    | 75007490 | Change Healthcare Radiology Solutions implementation consulting services - On-site base day  | 4,200.00  | 3,360.00  | 3,360.00     |

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| The County of San Bernardino on behalf of Arrowhead Regional Medical Center |     |        |          |  |           |          |              |
|---|-----|--------|----------|--|-----------|----------|--------------|
| No  | Qty | Part   | SAP      | Description  | Unit List | Unit Net | Extended Net |
| 9   | 2   | NIC019 | 75007491 | Change Healthcare Radiology Solutions implementation consulting services - Additional on- site day | 2,350.00  | 1,880.00 | 3,760.00     |

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**Customer No.:** 1038372

**Quote Number:** 88006

**Project:** RIS CONVERSION - Radiology PACS

**Initial CS:** P0619739 2/7/2006 P156840759 5/19/2015

## Line Item Details

| The County of San Bernardino on behalf of Arrowhead Regional Medical Center |     |           |                |  |                |                    | Change Healthcare      |  |
|---|-----|-----------|----------------|--|----------------|--------------------|------------------------|--|
| Radiology Solutions   |     |           |                |  |                |                    | 88006-1                |  |
| No  | Qty | Part      | SAP/MNT        | Description  | Unit Net Price | Extended Net Price | Extended Net Recurring |  |
| Implementation Services   |     |           |                |  |                |                    |                        |  |
| 1   | 1   | SVC100    | 74006206<br>NA | Change Healthcare Radiology Solutions - HL7 Services - Services to implement and configure a single inbound source for orders (ORM), ADT, and report (ORU) interface               | 16,000.00      | 16,000.00          |                        |  |
| 2   | 1   | IMP312    | 74042264<br>NA | Remote services to implement a 3rd Party EMR on Change Healthcare Radiology Solutions System - Services to be scheduled during business hours                                      | 1,600.00       | 1,600.00           |                        |  |
| 3   | 2   | INS077    | 74047286<br>NA | Change Healthcare Radiology Solutions PM remote project management implementation services - General project management services to coordinate the implementation for new installs | 4,000.00       | 8,000.00           |                        |  |
| Subtotal Implementation Services :  |     |           |                |  |                | 25,600.00          |                        |  |
| Education Services  |     |           |                |  |                |                    |                        |  |
| 4   | 1   | NIC018    | 75007490<br>NA | Change Healthcare Radiology Solutions implementation consulting services - On-site base day  | 3,360.00       | 3,360.00           |                        |  |
| 5   | 2   | NIC019    | 75007491<br>NA | Change Healthcare Radiology Solutions implementation consulting services - Additional on-site day  | 1,880.00       | 3,760.00           |                        |  |
| Subtotal Education Services :   |     |           |                |  |                | 7,120.00           |                        |  |
| Professional Services   |     |           |                |  |                |                    |                        |  |
| 6   | 1   | PCSDM1603 | 74042940<br>NA | Radiology DB Services - Update Support for RIS Changes: Procedure Table update   | 13,440.00      | 13,440.00          |                        |  |
| 7   | 1   | PCSDM1604 | 74042941<br>NA | Radiology DB Services - Update Support for RIS Changes: EMR backlog  | 12,720.00      | 12,720.00          |                        |  |
| 8   | 1   | PCSDM1600 | 74042937<br>NA | Radiology DB Services - Update Support for RIS Changes: MRN update   | 18,480.00      | 18,480.00          |                        |  |
| 9   | 1   | PCSDM1602 | 74042939<br>NA | Radiology DB Services - Update Support for RIS Changes: Physician ID update  | 16,560.00      | 16,560.00          |                        |  |
| 10  | 1   | PCSDM1609 | 74043955<br>NA | Radiology DB Services - Update Support for RIS/HIS Changes: Accession number updates via customer provided crosswalk   | 12,176.80      | 12,176.80          |                        |  |
| Subtotal Professional Services :  |     |           |                |  |                | 73,376.80          |                        |  |
| <b>Total:</b>   |     |           |                |  |                | <b>106,096.80</b>  |                        |  |

| <b>ADMINISTRATION :</b>  |   |
|--|---|
| <b>Sold To :</b>   | <b>Ship To :</b>  |
| The County of San Bernardino on behalf of Arrowhead Regional Medical Center                          | The County of San Bernardino on behalf of Arrowhead Regional Medical Center |
| 400 N Pepper Ave   | 400 N Pepper Ave  |
| Colton, CA, 92324-1801   | Colton, CA, 92324-1801  |
|  |   |
| Federal Tax ID No: 95-6002748  | Telephone: (909) 580-2615   |
|  | E-Mail: powellb@armc.sbcounty.gov   |
|  |   |
| <b>Bill To: *</b>  | <b>Paid By:</b>   |
| The County of San Bernardino on behalf of Arrowhead Regional Medical Center                          | The County of San Bernardino on behalf of Arrowhead Regional Medical Center |
| 400 N Pepper Ave   | 400 N Pepper Ave  |
| Colton, CA, 92324-1801   | 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. |   |
|  |   |

**PART V**

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

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

**EXHIBIT H**

**ADDITIONAL TERMS**

**SECTION 1: PROFESSIONAL SERVICES**

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

1.2 Nothing will preclude or limit Change Healthcare from providing Professional Services or developing software or materials for itself or other customers, irrespective of the possible similarity of screen formats, structure, organization and sequence to materials which may be delivered to Customer.

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



**PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (“PACS”)  
RIS CONVERSION STATEMENT OF WORK**

Quote: 88006

**Project Specifications**

The goal of this project is to perform the following tasks in Change Healthcare Radiology Solutions:

- Update patient Medical Record Numbers (“MRN’s”) based on a Customer-provided crosswalk document.
- Update patient Enterprise Master Patient Index (“EMPI”) numbers based on a Customer-provided crosswalk document.
- Inactivate all existing procedure types.
- Prefix ‘zzz’ to all existing procedure codes.
- Upload new Customer-provided procedures types, including procedure code, description, modality code, and body region(s).
- Update Physician identification (“ID”) based on a Customer-provided crosswalk document.
- Backload existing study and report links to the radiology information system (“RIS”) or to the electronic medical records (“EMR”).

The project delivery will take place in the following steps:

1. Change Healthcare will secure a copy of Customer’s Change Healthcare Radiology Solutions PACS production database and restore it to Customer’s Change Healthcare Radiology Solutions PACS test environment.
2. Customer will provide the MRN crosswalk document, EMPI crosswalk document, new procedure list table, and Physician ID crosswalk document to Change Healthcare for development of the update script(s).
3. Change Healthcare will validate the crosswalk document(s) against the Change Healthcare Radiology PACS production database copy in the Change Healthcare Radiology Solutions PACS test environment.
  - An exceptions list will be generated for legacy MRNs / EMPIs / Physician IDs that exist in the crosswalk document(s) but are not in the Change Healthcare Radiology Solutions PACS environment.
  - An exceptions list will be generated for legacy MRNs / EMPIs / Physician IDs that exist in the Change Healthcare Radiology Solutions PACS environment but are not in the crosswalk document(s).
  - An exceptions list will be generated for any legacy MRNs / EMPIs / Physician IDs that do not map to a single new value.
  - Change Healthcare will send exceptions list(s) to Customer.
  - Customer will update the crosswalk document(s) and provide updated document(s) to Change Healthcare.
4. Change Healthcare will develop scripts to:
  - Update patient MRN’s based on the Customer-provided crosswalk document.
  - Update patient EMPI numbers based on Customer-provided crosswalk document.

- Inactivate all legacy procedures in the Change Healthcare Radiology Solutions PACS database.
  - Prefix all legacy procedure codes with 'zzz-'.
  - Upload Customer-provided procedure list table (i.e. procedure description, procedure code, modality code, and body region).
  - Update Physician IDs based on Customer-provided crosswalk document.
  - Create and send image and report links via HL7 for existing studies to the configured RIS/EMR.
5. Change Healthcare will test the script(s) in Customer's Change Healthcare Radiology Solutions PACS test environment.
  6. Customer will work with Change Healthcare to validate the results in the test environment.
  7. Change Healthcare will run the script(s) on the Change Healthcare Radiology Solutions PACS production environment during a mutually agreed upon downtime.
  8. Change Healthcare will provide exceptions list(s) to Customer for any data points that were not able to be updated. It is Customer's responsibility to manually correct these records.

The scope of this work does not include modifying external systems and their references (e.g. HTML HREF) to Change Healthcare Radiology Solutions patients, resolving exception cases or the cleanup of inconsistent data such as duplicated records. Exception cases will be reported in a log file and presented to Customer.

### **Prerequisites**

1. Change Healthcare must have full access to the Change Healthcare Radiology Solutions PACS production and/or test environment as needed for the duration of this project.
2. The PACS servers and workstations will be connected via Ethernet Network and accessible through MS Windows TCP-IP protocol.
3. The RIS/EMR must already be configured and operational via HL7 interface to Change Healthcare Radiology Solutions.
4. Customer will provide crosswalk document(s) to Change Healthcare within 30 days of request.

### **Customer Responsibilities**

Customer will:

- Work with Change Healthcare to develop the project plan timeline.
- Provide access to the Change Healthcare Radiology Solutions PACS production and test systems as needed.
- Provide resource(s) to validate and confirm the results from the updates applied to the Change Healthcare Radiology Solutions PACS test and production systems.
- Provide reasonably scheduled downtime to implement any required changes to the Change Healthcare Radiology Solutions PACS production system.

### **Change Healthcare Responsibilities**

Change Healthcare will:

- Assign a project manager who will manage the project and interaction with other Change Healthcare teams.
- Provide regular progress feedback to Customer.
- Conduct meetings to address any issues that arise from the updates and conversions.