

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

Contract Number

06-141 A-12

SAP Number

4400014202



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>Christopher Macrae</u>
Telephone Number	<u>(650)714-6778</u>
Contract Term	<u>June 7, 2006 through May 25, 2025</u>
Original Contract Amount	<u>\$10,375,699.41</u>
Amendment Amount	<u>\$4,675.00</u>
Total Contract Amount	<u>\$10,380,374.41</u>
Cost Center	<u>7630</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 12

This Amendment No. 12 (this "Amendment") dated March 15, 2022 is made by and between CHANGE HEALTHCARE TECHNOLOGIES, LLC ("CHC"), 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.

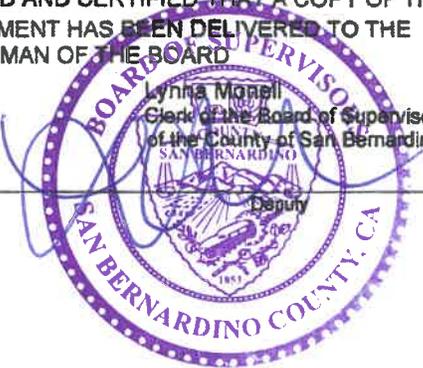
1. Add to the Agreement the Contract Supplement IWS-475992, as attached hereto and incorporated herein. The Services for Contract Supplement IWS-475992 were performed on December 22, 2021.
2. All references to "County of San Bernardino" are amended to read "San Bernardino County".
3. **Full Force and Effect.** The Agreement, 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 Agreement or the Addendum, as applicable.
5. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Amendment shall be legal and binding on all parties.

6. **Electronic Signatures.** The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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

▶ *Curt Hagman*
 Curt Hagman, Chairman, Board of Supervisors

Dated: MAR 15 2022
 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
 of the County of San Bernardino
 Deputy


CHANGE HEALTHCARE TECHNOLOGIES, LLC

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

By ▶ *Faisal*
(Authorized signature - sign in blue ink)

Name Faisal Babul
(Print or type name of person signing contract)

Title Senior Manager Sales Operations
(Print or Type)

Dated: 3/7/2022

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶ *Bonnie Uphold*
 Bonnie Uphold, Deputy County Counsel
 Date 3-7-2022

Reviewed for Contract Compliance
 ▶ _____
 Date _____

Reviewed/Approved by Department
 ▶ *William L. Gilbert*
 William L. Gilbert, Director
 Date 3/8/22

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.

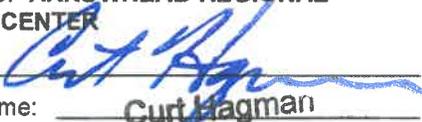
Change Healthcare will include Customer's purchase order ("PO") number on Customer invoices if provided by Customer on or before the CS Effective Date. Failure to provide Change Healthcare with a PO number or copy will not relieve Customer of any obligation under this Contract Supplement. Terms on or 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.

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

CHANGE HEALTHCARE TECHNOLOGIES, LLC

Signature: 
Printed Name: Curt Hagman

Signature: 

Chairman, Board of Supervisors
Title/Position: _____

Printed Name: Faisal Babul

Customer PO. No.: _____

Title/Position: Senior Manager Sales Operations

Date: MAR 15 2022

Date: 3/7/2022

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 stated in this Contract Supplement, the terms from Contract Supplement No. P0620076, dated February 17, 2006 ("Initial CS") as amended by Amendment No. 2 (P156840759), dated May 19, 2015; Amendment No. 3 (P201610012598), dated December 6, 2016; Amendment No. 4 (P201610005774), dated January 24, 2017; Amendment No. 8 (P202010032616), dated April 21, 2020; and Amendment No. 9 (P202110038532), dated August 25, 2020 are incorporated herein by reference and apply to this Contract Supplement, excluding General Comments 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: 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.

SECTION 6:

6.1 The Services for this Contract Supplement IWS-475992 were performed on December 22, 2021.

**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 Avenue 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 Avenue Colton, CA 92324-1801

PAYMENT SCHEDULE:

One-Time Fees:	100% due on the CS Effective Date.
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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).

The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract Number: IWS-475992
Customer Number: 1038372
October 21, 2021

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:	October 5, 2021
Contract:	IWS-475992	Quote Expiry Date:	April 3, 2022
Customer No.:	1038372	Quote Number:	105459
Project:	Arrowhead - 2021 3 x PB1000 PM Validation	Initial CS:	MTT P0620076 2/17/2006

Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	4,675.00	
GRAND TOTALS	4,675.00	

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

Quoted On: October 5, 2021

Contract: IWS-475992

Quote Expiry Date: April 3, 2022

Customer No.: 1038372

Quote Number: 105459

Project: Arrowhead - 2021 3 x PB1000 PM Validation

Initial CS: MTT P0620076 2/17/2006

Proposal Summary - All prices are stated in USD

One Time Fee Summary			
Quote Ref.	Product	Impl Services	Net Price
105459-1	CPACS	4,675.00	4,675.00
The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal		4,675.00	4,675.00
			Total
Proposal List Price		5,500.00	5,500.00
Proposal Discount		825.00	
Discount %		15.00	
Proposal Net Total		4,675.00	4,675.00

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

A-1-2

Customer: The County of San Bernardino on behalf of
Arrowhead Regional Medical Center
Contract: IWS-475992
Customer No.: 1038372
Project: Arrowhead - 2021 3 x PB1000 PM Validation

Quoted On: October 5, 2021
Quote Expiry Date: April 3, 2022
Quote Number: 105459
Initial CS: MTT P0620076 2/17/2006

Proposal Notes

This quotation is for Validation Services for 3 x PB1000 (non EOL units)

Room 1: 769.06565
Room 2: 769.06567
Spare: 765.04878

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-475992
Customer No.: 1038372
Project: Arrowhead - 2021 3 x PB1000 PM Validation

Quoted On: October 5, 2021
Quote Expiry Date: April 3, 2022
Quote Number: 105459
Initial CS: MTT P0620076 2/17/2006

Line Item Details

The County of San Bernardino on behalf of Arrowhead Regional Medical Center					CPACS	105459-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Implementation Services							
1	3	SUP711	74050550 NA	Change Healthcare Cardiology Support Services for Onsite Validation per device	1,275.00	3,825.00	
2	2	SUP714	74050553 NA	Change Healthcare Cardiology Support Travel Expenses	425.00	850.00	
Subtotal Implementation Services :						4,675.00	
Total:						4,675.00	

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.



ATT - ARMC -
3-15-22 Amendment