



Contract Number

06-141 A-11

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Change Healthcare Technologies, LLC
Contractor Representative	Rick Marfori
Telephone Number	(210) 464-1910
Contract Term	May 19, 2020 Through May 25, 2025
Original Contract Amount	\$10,355,449.41
Amendment Amount	\$20,250.00
Total Contract Amount	\$10,375,699.41
Cost Center	7630

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 11

This Amendment No. 11 (this "Amendment") dated May 18, 2021 is made by and between CHANGE HEALTHCARE TECHNOLOGIES, LLC ("CHC"), and COUNTY OF SAN BERNARDINO ("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 Sales Order IWS-475988, as attached hereto and incorporated herein.
2. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
3. **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.
4. **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.
5. **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.

COUNTY OF SAN BERNARDINO

CHANGE HEALTHCARE TECHNOLOGIES,
LLC
(Print or type name of corporation, company, contractor, etc.)

►
Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form ► <i>Bonnie Uphold</i> Bonnie Uphold, Deputy County Counsel Date <u>5-4-2021</u>	Reviewed for Contract Compliance ► Date _____	Reviewed/Approved by Department ► William L. Gilbert, Director Date _____
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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.

Change Healthcare's offer to Customer 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.

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**

Signature: _____
Printed Name: _____
Title/Position: _____
Customer PO. No.: _____
Date: _____

CHANGE HEALTHCARE TECHNOLOGIES, LLC

Signature: Shima Kourtessis
Printed Name: Shima Kourtessis
Title/Position: Manager, Inside Sales
Date: May 4, 2021

The County of San Bernardino
on behalf of Arrowhead Regional Medical Center
Contract Number: IWS-475988
Customer Number: 1038372
May 4, 2021

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. P0619739, dated February 7, 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 2 and 6, Exhibit 6, and any pricing terms, product listing and training terms. In addition, the Maintenance Services for this Contract Supplement is coterminous with the current maintenance term of the Initial CS.

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 the U.S., (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: SYSTEM/EQUIPMENT DELIVERY

5.1 Title and risk of loss or damage to the System or Equipment will pass to the Customer upon shipper's proof of delivery to Customer.

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 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:

Equipment:	100% due on the CS Effective Date.
Maintenance Services:	Equipment Maintenance Services: The Equipment Maintenance Services fee will be due 12 months from the Installation Date, and pro-rated to the end of the current billing period. Subsequent annual Equipment Maintenance Services fees will be 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 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:

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

Contract:

IWS-475988

Customer No.:

1038372

Project:

video card auxiliary

Quoted On:

March 24, 2021

Quote Expiry Date:

September 20, 2021

Quote Number:

100463

Initial CS:

P0619739 2/7/2006 P156840759 5/19/2015

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Fees Summary

	One-Time Fees	Recurring Fees
Equipment	2,207.99	250.92
GRAND TOTALS	2,207.99	250.92

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

Contract: IWS-475988

Customer No.: 1038372

Project: video card auxiliary

Quoted On: March 24, 2021

Quote Expiry Date: September 20, 2021

Quote Number: 100463

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

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Equipment	Net Price
100463-1	Change Healthcare Radiology Solutions	2,207.99	2,207.99
The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal		2,207.99	2,207.99
			Total
Proposal List Price		2,509.08	2,509.08
Proposal Discount		301.09	
Discount %		12.00	
Proposal Net Total		2,207.99	2,207.99

Recurring Annual Fees Summary

Quote Ref.	Product	Equipment	Net Price
100463-1	Change Healthcare Radiology Solutions	250.92	250.92
The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal		250.92	250.92
			Total
Proposal List Price		250.92	250.92
Proposal Net Total		250.92	250.92

*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:	March 24, 2021
Contract:	IWS-475988	Quote Expiry Date:	September 20, 2021
Customer No.:	1038372	Quote Number:	100463
Project:	video card auxiliary	Initial CS:	P0619739 2/7/2006 P156840759 5/19/2015

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Proposal Notes

Customer has confirmed all displays have VGA and Display Port Connectivity.

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

Contract: IWS-475988

Customer No.: 1038372

Project: video card auxiliary

Quoted On: March 24, 2021

Quote Expiry Date: September 20, 2021

Quote Number: 100463

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					100463-1		
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Equipment							
1	6	VID100B	80004091 82014823	Barco Display controller for auxiliary displays - incl 5y Hot Swap	368.00	2,207.99	250.92
Total:						2,207.99	250.92

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
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
	*Ship To details can change based on Customer's request or based on PO provided by Customer.
Bill To: *	Paid By:
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.	
Maintenance / Recurring Fees Bill To: (If different from above Bill To, please fill in below.)	