



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.

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

CHANGE HEALTHCARE TECHNOLOGIES, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title/Position: _____

Title/Position: _____

Customer PO. No.: 4100294802 _____

Date: _____

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
 Email: migsalescontracts@changehealthcare.com

PART II

GENERAL TERMS AND CONDITIONS SECTION

SECTION 1: ADD-ON

1.1 Unless expressly stated in this Contract Supplement, the terms from Contract Supplement No. MTT P0620076, dated February 17, 2006 ("Initial CS") are incorporated herein by reference, excluding General Comment 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: RESCHEDULING

5.1 Change Healthcare will schedule the installation of the applicable Products and Services with Customer, following both parties' execution of this Contract Supplement. If any Customer initiated rescheduling occurs less than 60 days before the scheduled commencement of the Services, then Change Healthcare may invoice Customer an amount equal to (a) 15% of the total applicable Services

fees and (b) the expenses incurred by Change Healthcare in connection with the Customer initiated rescheduling including, without limitation, travel cancellation fees, equipment storage fees, and equipment restocking fees by third party suppliers.

SECTION 6: CUSTOMER RESPONSIBILITIES

6.1 Customer will use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify Change Healthcare of any known performance problems or security vulnerabilities related to the Products and Services.

6.2 Customer is responsible for any third party license fees or components that are required for integration to the Products and Services to the extent they are not purchased from Change Healthcare. Change Healthcare will not be responsible for implementation delays in the event the foregoing is not provided in a timely fashion.

6.3 Customer must provide, directly or through a third party, at Customer's own expense, access to the Products located at Customer's Facility in the manner currently prescribed by Change Healthcare prior to the installation of Products or Services. Customer will provide such access in order for Change Healthcare to (a) install Products, and (b) provide technical support, Software Maintenance Services and Upgrades, and, if applicable, Managed Services.

6.4 Use of Products and Services. Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this Contract Supplement and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.

**PART III
 FACILITY AND PAYMENT SCHEDULE**

FACILITIES:

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

Customer No.:	Facility:	Full Address:
1038372	San Bernardino County 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).

PART IV
PRODUCT(S), PRICING AND CUSTOMER ADMINISTRATION
[SEE FOLLOWING PAGES]

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-721567
Customer No.: 1038372
Project: CPACS admin training - 1 seat
Quoted On: March 21, 2023
Quote Expiry Date: September 17, 2023
Quote Number: 118961
Initial CS: MTT P0620076 2/17/2006

Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	3,600.00	
GRAND TOTALS	3,600.00	

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Quote Number: 118961
Initial CS: MTT P0620076 2/17/2006

Proposal Summary - All prices are stated in USD

One Time Fee Summary			
Quote Ref.	Product	Education Services	Net Price
118961-1	CPACS	3,600.00	3,600.00
San Bernardino County on behalf of Arrowhead Regional Medical Center Subtotal		3,600.00	3,600.00
			Total
Proposal List Price		4,000.00	4,000.00
Proposal Discount		400.00	
Discount %		10.00	
Proposal Net Total		3,600.00	3,600.00

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

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Project:	CPACS admin training - 1 seat	Initial CS:	MTT P0620076 2/17/2006

Proposal Notes

See Statement of Work for Implementation Services for additional terms, if applicable.

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Line Item Details

San Bernardino County on behalf of Arrowhead Regional Medical Center					CPACS	118961-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Education Services							
1	1	SER965	75003943 NA	Change Healthcare Cardiology CPACS System Administration Course training course - per attendee - Travel and relate living expenses are not included in the tuition fee	3,600.00	3,600.00	
Total:						3,600.00	

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.

ADMINISTRATION:	
Sold To:	Ship To: *
San Bernardino County on behalf of Arrowhead Regional Medical Center	San Bernardino County C/O Medical Imaging Bldg CPACS Trai
400 N Pepper Ave	400 N Pepper Ave
Colton, CA, 92324-1801	Colton, CA, 92324
Federal Tax ID No: 95-6002748	Telephone: 909.580.1572
	E-Mail: cundieffs@armc.sbcounty.gov
	*Ship To details can change based on Customer's request or based on PO provided by Customer.
Bill To: *	Paid By:
Arrowhead Regional Medical Center C/O Accounts Payable	San Bernardino County on behalf of Arrowhead Regional Medical Center
400 N. Pepper Avenue	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.)	