



Contract Number

06-141 A-14

SAP Number

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>Harrison Pollack</u> |
| Telephone Number | <u>(917) 239-3823</u> |
| Contract Term | <u>February 7, 2006 – May 25, 2025</u> |
| Original Contract Amount | <u>\$10,922,335.69</u> |
| Amendment Amount | <u>\$</u> |
| Total Contract Amount | <u>\$10,922,335.69</u> |
| Cost Center | <u>7630</u> |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 14

This Amendment No. 14 (this "Amendment") dated June 13, 2023 is made by and between CHANGE HEALTHCARE TECHNOLOGIES, LLC ("CHC") (Contractor), 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. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".
2. Add to the Agreement Supplement No. MTT P0620076, the Amendment No. P202110043680, as attached hereto and incorporated herein.
3. Revise Contract Supplement No. IWS-362451 to the Agreement as provided in Amendment No. P202310065106, as attached hereto, and incorporated herein.
4. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
5. **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.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

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

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 13 2023

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
San Bernardino County

By [Signature]
Deputy



CHANGE HEALTHCARE TECHNOLOGIES, LLC

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

By Pinkal Bhakta

(Authorized signature - sign in blue ink)

Name Pinkal Bhakta

(Print or type name of person signing contract)

Title VP of Customer Engagement - North America

(Print or Type)

Dated: 6/8/23

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 6-8-2023

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

► [Signature]
William L. Gilbert, Director

Date 6/8/23



Product Replacement Amendment

This Amendment ("Amendment") to Contract Supplement No. MTT P0620076, dated February 17, 2006 ("Initial CS"), as amended by Amendment No. P135569585, dated December 3, 2013, as amended by Amendment No. P201610012598, dated December 6, 2016 and all Add- On Orders to the Initial CS ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Purpose

Customer wants to replace certain components of the Change Healthcare Cardiology™ Software licensed under the Agreement ("Legacy Product") with a license based on volume ("Replacement Product").

The parties agree to the following terms.

Terms

1. Definitions.

"Add-On Orders" means Customer's purchase of any Products or Services that utilize an existing database.

"Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

"Exam" means either (a) a unique number corresponding to an exam order (e.g., accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

"Licensed Volume" means the volume of the usage-based variable identified in Exhibit 1.

"Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

2. **Expanded Volume.** The Licensed Volume set forth in Exhibit 1 is shared by all Facilities. The addition of Facilities may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

San Bernardino County on behalf of Arrowhead Regional Medical Center

Customer No. 1038372

Amendment No.: P202110043680

December 22, 2022

3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 5%, Change Healthcare will invoice Customer for:
 - a. Software license fees for the additional volume; and,
 - b. The associated increase in any recurring Services fees.
4. As of the Amendment Effective Date, CHC grants Customer a license to access and use the Replacement Product subject to the terms of the Agreement and Exhibit 1 attached to this Amendment.
5. Customer is responsible for determining if there has been any impact on its previously filed cost reports regarding the subject matter of this Amendment.
6. CHC's offer to Customer expires unless CHC receives this Amendment signed by Customer on or before **June 30, 2023**.
7. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force.

Change Healthcare Technologies, LLC

By: Pinkal Bhakta

Name: Pinkal Bhakta

Title: VP of Customer Engagement - N. America

Date: 6/8/23

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

By: 

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: JUN 13 2023

Exhibit 1 LICENSE CONVERSION**Replacement Product**

CHC-VOL-100 (72034050, 73031951)

Change Healthcare Cardiology Imaging Volume Based License Per Procedure (CPACS)

CIS-VOL-101 (72034051, 73031952)

Change Healthcare Cardiology Invasive Reporting Volume Based License Per Procedure

CIS-VOL-102 (72034052, 73031953)

Change Healthcare Cardiology Non-Invasive Reporting Volume Based License Per Procedure

Licensed Volume: CHC-VOL-100 – 9,499 Exams

CHC-VOL-101 – 567 Exams

CHC-VOL-102 – 8,932 Exams

Legacy Product *

| Part Number | Quotation No. |
|-------------|---------------|
| NSC072 | 67092-2 |
| NSC072 | 47065-2 |
| NSC072 (2) | 90905-2 |
| HCR100HXP | C08WB2133 |
| CIS100 | C08WD2009 |
| NSC072 | C10AB5254-00 |
| NSC072 | C12CP6249-00 |
| HCA100H2KSW | M06WD1002-06 |
| HCR100HXP | M06WD1002-06 |
| HCW100 (5) | M06WD1002-06 |
| HCD220H2K3 | M06WD1002-06 |
| HCS200H2K3 | M06WD1002-06 |
| ISS100 | M06WD1002-06 |
| NSC072 (2) | M06WD1002-06 |
| CIS110 | M06WD1003-02 |
| CIS120 | M06WD1003-02 |
| ROW100 (5) | M06WD1003-02 |

San Bernardino County on behalf of Arrowhead Regional Medical Center

Customer No. 1038372

Amendment No.: P202110043680

December 22, 2022

| | |
|--------|--------------|
| ROW006 | 89539-1 |
| ISS500 | 89539-1 |
| CIS140 | 89539-1 |
| HCW006 | 89539-2 |
| HCR100 | 2014-11827-1 |

***Corresponding maintenance parts will also be updated, and the new maintenance parts will show on the invoice for the next billing cycle.**

Amendment

This Amendment ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

| | |
|------------------------------------|-----------------|
| Contract No./Name: | Effective Date: |
| Contract Supplement No. IWS-362451 | August 25, 2020 |

Purpose

Customer purchased certain services from CHC under the Agreement. Subsequently, Customer determined that some services are no longer required. As a result, parties would like to terminate these services.

The parties agree to the following terms.

Terms

1. As of the Amendment Effective Date, both parties' rights and obligations under the Agreement with respect to the Services in Exhibit 1 are terminated. Customer will stop using any Service terminated by this Amendment. All other rights and obligations under the Agreement are unaffected by this Amendment.
2. CHC grants Customer a one-time credit as shown in Exhibit 2.
3. Each party releases and forever discharges the other party, its affiliates, officers, directors, agents, successors, and assigns from any claims, actions, causes of action, demands, suits, or damages of any type related to the subject matter of this Amendment resulting from events occurring on or before the Amendment Effective Date.
4. Customer is responsible for determining if there has been any impact on its previously filed cost reports regarding the subject matter of this Amendment.
5. This Amendment is the result of compromise, is entered in good faith, and is not an admission of liability or responsibility. The terms of this Amendment are confidential and will not be disclosed by either party except as required by law.
6. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

Change Healthcare Technologies, LLC

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

By: Pinkal Bhakta

By: 

Name: Pinkal Bhakta

Name: Dawn Rowe

Title: VP of Customer Engagement - N. America

Title: Chair, Board of Supervisors

Date: 6/8/23

Date: JUN 13 2023

Exhibit 1**Terminated Services**

| Contract No. / Quote No.: | Service Name: | Service No.: |
|---------------------------|---|------------------------|
| IWS-362451 / 91104-1 | HL7 A 60 Unidirectional Allergy interface services | SVC560 74010164 |
| IWS-362451 / 91104-2 | Imaging Data Integration & Migration - Cardiology DB Services - HIS Interface Update - Professional Services to update eight (8) existing Interfaces currently with new Hospital Information System | PCSDM928 74044882 |
| IWS-362451 / 91104-2 | Imaging Data Governance – Cardiology DB Services Update Support for HIS Changes: MRN update | PCSDM1600C 74053189 |
| IWS-362451 / 91104-2 | Imaging Data Governance - Cardiology DB Services. Update Support for HIS Changes: Physician ID update | PCSDM1602C 74053191 |

Exhibit 2

Credit Amount

| Contract No.: | Service Name: | Service No.: | Invoice No.: | Credit Amount | Applied to: |
|----------------------|--|---------------------|--------------|--------------------|---------------------|
| IWS-362451 | Card Uni-Directional Allergy Interface | SVC560 74010164 | 7003928545 | \$1,000.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDIM Update for 8 Interface | PCSDM928 74044882 | 7003928546 | \$12,000.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS - MRN | PCSDM1600C 74053189 | 7003928546 | \$4,620.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS-Physician ID | PCSDM1602C 74053191 | 7003928546 | \$4,140.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDIM Update for 8 Interface | PCSDM928 74044882 | 7003947276 | \$12,000.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS - MRN | PCSDM1600C 74053189 | 7003947276 | \$4,620.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS-Physician ID | PCSDM1602C 74053191 | 7003947276 | \$4,140.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDIM Update for 8 Interface | PCSDM928 74044882 | 7003968971 | \$12,000.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS - MRN | PCSDM1600C 74053189 | 7003968971 | \$4,620.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS-Physician ID | PCSDM1602C 74053191 | 7003968971 | \$4,140.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDIM Update for 8 Interface | PCSDM928 74044882 | 7003991480 | \$12,000.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS - MRN | PCSDM1600C 74053189 | 7003991480 | \$4,620.00 | Accounts Receivable |
| IWS-362451 | DMS-C IDG DB Update New HIS-Physician ID | PCSDM1602C 74053191 | 7003991480 | \$4,140.00 | Accounts Receivable |
| IWS-362451 | Card Uni-Directional Allergy Interface | SVC560 74010164 | 7004008466 | \$3,000.00 | Accounts Receivable |
| Total Credit: | | | | \$87,040.00 | |

Signature: *Pinkal Bhakta*

Email: pinkal.bhakta@changehealthcare.com






CON - ARMC - 6-13-23 - Amendment to Agreement with Change Healthcare

Final Audit Report

2023-06-08

| | |
|-----------------|---|
| Created: | 2023-06-08 |
| By: | Adreane Freeman (FreemanAd@armc.sbcounty.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAArbp0uG6DkVThwzY-ZgCtbXbwaOI-PvHN |

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-  Document created by Adreane Freeman (FreemanAd@armc.sbcounty.gov)
2023-06-08 - 3:15:22 PM GMT
-  Document emailed to Pinkal Bhakta (pinkal.bhakta@changehealthcare.com) for signature
2023-06-08 - 3:18:43 PM GMT
-  Email viewed by Pinkal Bhakta (pinkal.bhakta@changehealthcare.com)
2023-06-08 - 3:31:41 PM GMT
-  Document e-signed by Pinkal Bhakta (pinkal.bhakta@changehealthcare.com)
Signature Date: 2023-06-08 - 3:35:01 PM GMT - Time Source: server
-  Agreement completed.
2023-06-08 - 3:35:01 PM GMT



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