

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



Contract Number

06-141 A-9

SAP Number

4400014202

Arrowhead Regional Medical Center

| | |
|--|---|
| Department Contract Representative Telephone Number | William L. Gilbert (909) 580-6150 |
| Contractor | Change Healthcare Technologies, LLC |
| Contractor Representative Telephone Number | Rick Marfori (210) 464-1910 |
| Contract Term | August 26, 2020 through August 25, 2025 |
| Original Contract Amount | \$10,093,786 |
| Amendment Amount | \$250,388.80 plus any applicable price increase |
| Total Contract Amount | \$10,344,474.80 |
| Cost Center | |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 9

This Amendment No. 9 (this "Amendment") dated August 26, 2020 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 Orders identified below, as referenced and incorporated herein.

| Contract Number/Name | Total Dollar Value |
|----------------------|--------------------|
| IWS-341015 | \$43,812.00 |
| IWS-362450 | \$106,096.80 |
| IWS-362451 | \$100,480.00 |


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.

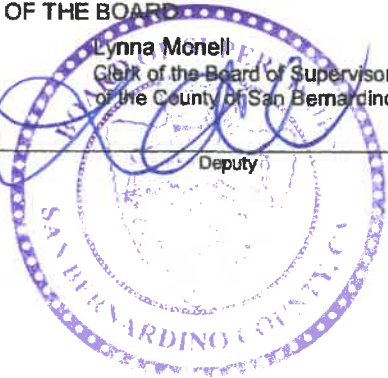
4. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Amendment shall be legal and binding on all parties.

COUNTY OF SAN BERNARDINO

▶ 
 Curt Hagman, Chairman, Board of Supervisors

Dated: **AUG 25 2020**
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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



Change Healthcare

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

By 
 (Authorized signature to sign in blue ink)


Name Laurel Mackie-Lehnhoff
 (Print or type name of person signing contract)

Title VP, Sales Operations
 (Print or Type)


Dated: 07/21/2020

Address 130-10711 Cambie
Richmond, BC

FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶ 
 Bonnie Uphold, Deputy County Counsel
 Date 7-22-20

Reviewed for Contract Compliance
 ▶ _____
 Date _____

Reviewed/Approved by Department
 ▶ 
 William U. Gilbert, Director
 Date 7/27/2020

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

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: 
Curt Hagman

Signature: 
Mike Martino

Printed Name: ~~Chairman, Board of Supervisors~~

Printed Name: Director, Sales Operations

Title/Position: _____

Title/Position: Director, Sales Operations

Customer PO. No.: 4100138413

Date: 5/13/2020

Date: AUG 25 2020

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. MTT P0620076, dated February 17, 2006 ("Initial CS"), are incorporated herein by reference and apply to this Contract Supplement excluding any pricing terms, product listing and training terms. In addition, Customer acknowledges and agrees that the Maintenance Services Term for this Contract Supplement is coterminous with the Initial SWM Term or Initial Maintenance Term, as applicable, or the current Renewal Term of the Initial CS. If the parties agreed to modify the terms for Maintenance Services on another Contract Supplement or amendment after the Initial CS, then the most recent terms for Maintenance Services will apply to the System and any Add-On Orders under the Agreement.

SECTION 2: PROFESSIONAL RESPONSIBILITY AND CLINICAL CONTENT DISCLAIMER

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY CHANGE HEALTHCARE HEREUNDER (WHETHER SEPARATELY OR INCLUDED WITHIN A PRODUCT) IS AN INFORMATION MANAGEMENT AND DIAGNOSTIC TOOL ONLY AND THAT ITS USE CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF TRAINED INDIVIDUALS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT CHANGE HEALTHCARE HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CUSTOMER AND CHANGE HEALTHCARE, CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CUSTOMER DATA AS INPUT INTO THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT CHANGE HEALTHCARE: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE CUSTOMER'S USE OF THE CLINICAL CONTENT AND (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE CLINICAL CONTENT PROVIDED MAY BE USED BY THE CUSTOMER. THE PARTIES AGREE THAT CHANGE HEALTHCARE DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT CUSTOMER'S USE OF THE PRODUCTS DOES NOT ABSOLVE THE CUSTOMER OF ITS OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTHCARE SERVICES TO PATIENTS. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES. CHANGE HEALTHCARE MAKES NO WARRANTY AS TO THE NATURE OR QUALITY OF THE CONTENT OF RESULTS, MESSAGES OR INFORMATION SENT BY CUSTOMER, OR ANY THIRD PARTY USERS OF THE PRODUCTS.

SECTION 3: INTERNET DISCLAIMER

3.1 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 4: 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 Cardiology™" formerly known as McKesson Cardiology, and Horizon Cardiology for versions 12.2 and lower, means Change Healthcare Cardiology that includes a Cardiology 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.

"Clinical Content" means medical, clinical, or billing and coding information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Contract Supplement, together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (a) owned by Change Healthcare or (b) third party Clinical Content.

"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 5: SUPPORT MANUAL

5.1 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 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 Ave, 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 Ave, Colton, CA 92324-1801 |

PAYMENT SCHEDULE:

| | |
|---|--|
| Software, Implementation and Education Services: | 100% is due on the CS Effective Date. |
| Maintenance Services: | Software Maintenance Services: The first annual Software Maintenance Services fee is due on the System Installation Date or Software Installation Date, as applicable, and pro-rated to the end of the current billing period. Subsequent annual Software Maintenance Services fees are 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 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
Contract: IWS-341015
Customer No.: 1038372
Project: Philips Epiq echo cart connection

Quoted On: May 10, 2020
Quote Expiry Date: November 6, 2020
Quote Number: 90905
Initial CS: MTT P0620076 2/17/2006

Fees Summary

| | One-Time Fees | Recurring Fees |
|---|------------------|-----------------|
| Software | 13,770.00 | 4,406.40 |
| Implementation & Education Services | 810.00 | |
| CIS Implementation & Education Services | 7,200.00 | |
| GRAND TOTALS | 21,780.00 | 4,406.40 |

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-341015
Customer No.: 1038372
Project: Philips Epiq echo cart connection

Quoted On: May 10, 2020
Quote Expiry Date: November 6, 2020
Quote Number: 90905
Initial CS: MTT P0620076 2/17/2006

Proposal Summary - All prices are stated in USD

| One Time Fee Summary | | | | |
|--|---------|----------------------------|-----------------|------------------|
| Quote Ref. | Product | Change Healthcare Software | Impl Services | Net Price |
| 90905-1 | CIS | | 7,200.00 | 7,200.00 |
| 90905-2 | CPACS | 13,770.00 | 810.00 | 14,580.00 |
| The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal | | 13,770.00 | 8,010.00 | 21,780.00 |
| | | | | Total |
| Proposal List Price | | 30,600.00 | 8,900.00 | 39,500.00 |
| Proposal Discount | | 16,830.00 | 890.00 | |
| Discount % | | 55.00 | 10.00 | |
| Proposal Net Total | | 13,770.00 | 8,010.00 | 21,780.00 |

| Recurring Annual Fees Summary | | | |
|--|---------|----------------------------|-----------------|
| Quote Ref. | Product | Change Healthcare Software | Net Price |
| 90905-2 | CPACS | 4,406.40 | 4,406.40 |
| The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal | | 4,406.40 | 4,406.40 |
| | | | Total |
| Proposal List Price | | 5,508.00 | 5,508.00 |
| Proposal Discount | | 1,101.60 | |
| Discount % | | 20.00 | |
| Proposal Net Total | | 4,406.40 | 4,406.40 |

*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: | May 10, 2020 |
| Contract: | IWS-341015 | Quote Expiry Date: | November 6, 2020 |
| Customer No.: | 1038372 | Quote Number: | 90905 |
| Project: | Philips Epiq echo cart connection | Initial CS: | MTT P0620076 2/17/2006 |

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Proposal Notes

PLEASE NOTE that DSR Mapping may not be available yet for this model and software version of echo cart.

If not, CHC will require the following to begin qualification process:

1. Module required (Echo adult, Echo Ped, vasc)
2. Full sample of all required measurements in .srd file for each module
3. Dicom sample of article #2 procedure
4. Conformance statement- recommended
5. Contact from the vendor- recommended

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

Quoted On: May 10, 2020

Contract: IWS-341015

Quote Expiry Date: November 6, 2020

Customer No.: 1038372

Quote Number: 90905

Project: Philips Epiq echo cart connection

Initial CS: MTT P0620076 2/17/2006

Line Item Details

| The County of San Bernardino on behalf of Arrowhead Regional Medical Center | | | | | CIS | 90905-1 | |
|---|-----|--------|----------------|--|----------------|--------------------|------------------------|
| No | Qty | Part | SAP/MNT | Description | Unit Net Price | Extended Net Price | Extended Net Recurring |
| Implementation Services | | | | | | | |
| 1 | 2 | SER932 | 74037095 NA | DICOMSR measurement interface services - for new ultrasound make or model - Up to a maximum of 15 hours to map measurements using standard DICOM SR interfaces - does not guarantee full successful mapping for all measurement values | 3,600.00 | 7,200.00 | |
| Total: | | | | | | 7,200.00 | |

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.

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-341015
Customer No.: 1038372
Project: Philips Epiq echo cart connection

Quoted On: May 10, 2020
Quote Expiry Date: November 6, 2020
Quote Number: 90905
Initial CS: MTT P0620076 2/17/2006

Line Item Details (Cont'd)

| The County of San Bernardino on behalf of Arrowhead Regional Medical Center | | | | | CPACS | 90905-2 | |
|---|-----|--------|----------------------|---|----------------|--------------------|------------------------|
| No | Qty | Part | SAP/MNT | Description | Unit Net Price | Extended Net Price | Extended Net Recurring |
| Software | | | | | | | |
| 1 | 2 | NSC072 | 72014010 73023872 | Change Healthcare Cardiology DICOM Gateway from Ultrasound Software License - per connected device | 6,885.00 | 13,770.00 | 4,406.40 |
| Implementation Services | | | | | | | |
| 2 | 2 | SER921 | 74037084 NA | Remote DICOM connectivity services - per modality - Configure and test receiving images from a new DICOM modality connection - Includes configuring DICOM Modality Worklist query service for new modality, if applicable | 405.00 | 810.00 | |
| Total: | | | | | | 14,580.00 | 4,406.40 |

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 Materials Management |
| 400 N Pepper Ave | 400 N Pepper Ave |
| Colton, CA, 92324-1801 | Colton, CA, 92324-1819 |
| | |
| Federal Tax ID No: | Telephone: (909) 777-0795 |
| | E-Mail: hogganj@armc.sbcounty.gov |
| | |
| Bill To: * | Paid By: |
| Arrowhead Regional Medical Cen Medical Office Bulding, Suite | The County of San Bernardino on behalf of Arrowhead Regional Medical Center |
| 400 N Pepper Ave | 400 N Pepper Ave |
| Colton, CA, 92324 | 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. | |
| | |

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 | Product(s) Specific Terms and Conditions Section |

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: 
Printed Name: Curt Hagman
Title/Position: Chairman, Board of Supervisors
Customer PO. No.: _____
Date: _____

Signature: 
Printed Name: Mike Martino
Title/Position: Director, Sales Operations
Date: 7/17/2020

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:

| 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:

| | |
|---|---|
| Implementation and Education Services: | 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. |
|---|---|

| | |
|-------------------------------|---|
| Professional Services: | 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.

The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract Number: IWS-362450
Customer Number: 1038372
July 16, 2020

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-362450
Customer No.: 1038372
Project: RIS CONVERSION - Radiology PACS

Quoted On: February 10, 2020
Quote Expiry Date: October 31, 2020
Quote Number: 88006
Initial CS: P0619739 2/7/2006 P156840759 5/19/2015

Fees Summary

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

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-362450
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Project: RIS CONVERSION - Radiology PACS

Quoted On: February 10, 2020
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Quote Number: 88006
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 | 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 | |
| | Proposal Net Total | 25,600.00 | 7,120.00 | 73,376.80 | 106,096.80 |

*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: | 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 |

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.

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-362450
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Quoted On: February 10, 2020
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Quote Number: 88006
Initial CS: P0619739 2/7/2006 P156840759 5/19/2015

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 |
| Interfaces | | | | | | | |
| 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 |
| Other Professional Services | | | | | | | |
| 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 |
| Services | | | | | | | |
| 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 |
| Miscellaneous | | | | | | | |
| 8 | 1 | NIC018 | 75007490 | Change Healthcare Radiology Solutions implementation consulting services - On-site base day | 4,200.00 | 3,360.00 | 3,360.00 |

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-362450
Customer No.: 1038372
Project: RIS CONVERSION - Radiology PACS

Quoted On: February 10, 2020
Quote Expiry Date: October 31, 2020
Quote Number: 88006
Initial CS: P0619739 2/7/2006 P156840759 5/19/2015

.....

| 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 |

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-362450
Customer No.: 1038372
Project: RIS CONVERSION - Radiology PACS

Quoted On: February 10, 2020
Quote Expiry Date: October 31, 2020
Quote Number: 88006
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 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 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 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 NA | Change Healthcare Radiology Solutions implementation consulting services - On-site base day | 3,360.00 | 3,360.00 | | | |
| 5 | 2 | NIC019 | 75007491 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 NA | Radiology DB Services - Update Support for RIS Changes: Procedure Table update | 13,440.00 | 13,440.00 | | | |
| 7 | 1 | PCSDM1604 | 74042941 NA | Radiology DB Services - Update Support for RIS Changes: EMR backlog | 12,720.00 | 12,720.00 | | | |
| 8 | 1 | PCSDM1600 | 74042937 NA | Radiology DB Services - Update Support for RIS Changes: MRN update | 18,480.00 | 18,480.00 | | | |
| 9 | 1 | PCSDM1602 | 74042939 NA | Radiology DB Services - Update Support for RIS Changes: Physician ID update | 16,560.00 | 16,560.00 | | | |
| 10 | 1 | PCSDM1609 | 74043955 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 | | | |
| Total: | | | | | | 106,096.80 | | | |

| 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 |
| | |
| 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. | |
| | |

PART V
PRODUCT(S) SPECIFIC TERMS AND CONDITIONS

| EXHIBIT(S) |
|-------------------------------------|
| EXHIBIT H: ADDITIONAL TERMS |
| EXHIBIT J: STATEMENT OF WORK |

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.

The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract Number: IWS-362450
Customer Number: 1038372
July 16, 2020

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 / EMPs / 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 / EMPs / 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 / EMPs / 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.

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 | Product(s) Specific Terms and Conditions Section |

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: **Curt Hagman**

Printed Name: **Mike Martino**

Title/Position: **Chairman, Board of Supervisors**

Title/Position: **Director, Sales Operations**

Customer PO. No.: _____

Date: **5/19/2020**

Date: **AUG 25 2020**

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. MTT P0620076, dated February 17, 2006 ("**Initial CS**"), 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 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 Cardiology**"TM formerly known as McKesson Cardiology, and Horizon Cardiology for versions 12.2 and lower, means Change Healthcare Cardiology that includes a Cardiology 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:

| 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:

| | |
|---|---|
| Implementation and Education Services: | 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. |
|---|---|

| | |
|-------------------------------|---|
| Professional Services: | 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.

The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract Number: IWS-362451
Customer Number: 1038372
May 18, 2020

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-362451
Customer No.: 1038372
Project: San Bernardino - HIS conversion - CVIS

Quoted On: May 18, 2020
Quote Expiry Date: November 14, 2020
Quote Number: 91104
Initial CS: MTT P0620076 2/17/2006

Fees Summary

| | One-Time Fees | Recurring Fees |
|---|-------------------|----------------|
| CIS Implementation & Education Services | 4,000.00 | |
| Professional Services | 96,480.00 | |
| GRAND TOTALS | 100,480.00 | |

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-362451
Customer No.: 1038372
Project: San Bernardino - HIS conversion - CVIS

Quoted On: May 18, 2020
Quote Expiry Date: November 14, 2020
Quote Number: 91104
Initial CS: MTT P0620076 2/17/2006

Proposal Summary - All prices are stated in USD

| One Time Fee Summary | | | | |
|--|---------|-----------------|------------------|-------------------|
| Quote Ref. | Product | Impl Services | Prof Services | Net Price |
| 91104-1 | CIS | 4,000.00 | | 4,000.00 |
| 91104-2 | CPACS | | 96,480.00 | 96,480.00 |
| The County of San Bernardino on behalf of Arrowhead Regional Medical Center Subtotal | | 4,000.00 | 96,480.00 | 100,480.00 |
| | | | | Total |
| Proposal List Price | | 5,000.00 | 120,600.00 | 125,600.00 |
| Proposal Discount | | 1,000.00 | 24,120.00 | |
| Discount % | | 20.00 | 20.00 | |
| Proposal Net Total | | 4,000.00 | 96,480.00 | 100,480.00 |

*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: | May 18, 2020 |
| Contract: | IWS-362451 | Quote Expiry Date: | November 14, 2020 |
| Customer No.: | 1038372 | Quote Number: | 91104 |
| Project: | San Bernardino - HIS conversion - CVIS | Initial CS: | MTT P0620076 2/17/2006 |

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Proposal Notes

This proposal is for the HIS conversion to Epic with Change Healthcare Cardiology.

It includes:

- * Patient ID Update
- * Physician ID Update
- * Procedure ID Update
- * Interfaces update for the following interfaces:
 - * ADT
 - * ORM
 - * CIS ORU
 - * ECG ORU
 - * Stress ORU
 - * Holter ORU
 - * Hemo ORU
 - * Status/Image Availability
- * NEW Inbound Allergies ADT

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

Quoted On: May 18, 2020

Contract: IWS-362451

Quote Expiry Date: November 14, 2020

Customer No.: 1038372

Quote Number: 91104

Project: San Bernardino - HIS conversion - CVIS

Initial CS: MTT P0620076 2/17/2006

Line Item Details

| The County of San Bernardino on behalf of Arrowhead Regional Medical Center | | | | | CIS | 91104-1 | |
|---|-----|--------|----------------|---|----------------|--------------------|------------------------|
| No | Qty | Part | SAP/MNT | Description | Unit Net Price | Extended Net Price | Extended Net Recurring |
| Implementation Services | | | | | | | |
| 1 | 1 | SVC560 | 74010164 NA | HL7 A60 Unidirectional Allergy interface services | 4,000.00 | 4,000.00 | |
| Total: | | | | | | 4,000.00 | |

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.

Customer: The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract: IWS-362451
Customer No.: 1038372
Project: San Bernardino - HIS conversion - CVIS

Quoted On: May 18, 2020
Quote Expiry Date: November 14, 2020
Quote Number: 91104
Initial CS: MTT P0620076 2/17/2006

Line Item Details (Cont'd)

| The County of San Bernardino on behalf of Arrowhead Regional Medical Center | | | | | | CPACS | 91104-2 |
|---|-----|----------------|----------------|--|----------------|--------------------|------------------------|
| No | Qty | Part | SAP/MNT | Description | Unit Net Price | Extended Net Price | Extended Net Recurring |
| Professional Services | | | | | | | |
| 1 | 1 | PCSDM928 | 74044882 NA | Imaging Data Integration & Migration - Cardiology DB Services - HIS Interface Update - Professional Services to update eight(8) existing Interfaces currently with new Hospital Information System | 48,000.00 | 48,000.00 | |
| 2 | 1 | PCSDM1600 C | 74053189 NA | Imaging Data Governance - Cardiology DB Services - Update Support for HIS Changes: MRN update | 18,480.00 | 18,480.00 | |
| 3 | 1 | PCSDM1603 C | 74053192 NA | Imaging Data Governance - Cardiology DB Services - Update Support for HIS Changes: Procedure Table update | 13,440.00 | 13,440.00 | |
| 4 | 1 | PCSDM1602 C | 74053191 NA | Imaging Data Governance - Cardiology DB Services - Update Support for HIS Changes: Physician ID update | 16,560.00 | 16,560.00 | |
| Subtotal Professional Services : | | | | | | | 96,480.00 |
| Total: | | | | | | | 96,480.00 |

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 : |
| 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 |
| | |
| 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 | Colton, CA, 92324-1801 |
| PO Box | |
| | |
| Attention: Julie Leahy, Mgr. | |
| Telephone: 909-580-1509 | |
| Email: leahyj@armc.sbcounty.gov | |
| | |
| *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

| EXHIBIT(S) |
|-------------------------------------|
| EXHIBIT H: ADDITIONAL TERMS |
| EXHIBIT J: STATEMENT OF WORK |

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 The Services specified in Quotation Number 91104-2 (the "**HIS Conversion Services**") are provided independently from the System including but not limited to, its features, functionality and Services as specified in Quotation Numbers 91104-1. Customer acknowledges that their use of the System or ability to process Exams is not affected by or contingent on delivery of the HIS Conversion Services.

1.3 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.

The County of San Bernardino on behalf of Arrowhead Regional Medical Center
Contract Number: IWS-362451
Customer Number: 1038372
May 18, 2020

EXHIBIT J
STATEMENT OF WORK
[SEE FOLLOWING PAGES]

CARDIOLOGY PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM ("CPACS")

HIS CONVERSION STATEMENT OF WORK

Quote: 91104

Prerequisites and Assumptions

The following prerequisites and assumptions must be met before implementation and must remain accurate and in place for the duration of the project:

- No patient merge or cleanup is required.
- There is no change to study information.
- Changes are in the database and not applied to actual DICOM files.
- The scope of this work does not include resolving exception cases or the clean-up of inconsistent data, such as duplicated medical record numbers ("MRN") or duplicated users. Exception cases will be reported in a log file.

Scope and Goals

- Per the line items in the Quotation, Change Healthcare will modify database fields according to Customer's specifications.
- If database changes will be made, any duplicated patient records will be reported in a log file and sent to Customer.
- Customer will provide a flat file with new data or written guidelines.
- Change Healthcare will back up the database and create rollback script.
- Change Healthcare will write and execute scripts to apply changes to the Change Healthcare Cardiology database.
- Change Healthcare will test the script once in the test environment.
- The following interfaces will be modified and tested to verify that they are fully functioning:
 - ADT
 - ORM
 - CIS ORU
 - ECG ORU
 - Stress ORU
 - Holter ORU
 - Hemo ORU
 - Status / Image availability

Change Healthcare Responsibilities

Change Healthcare will:

- Assign a project manager who will manage the project and interaction with other Change Healthcare teams.
- Monitor the project remotely and provide progress reports.

Mutual Responsibilities

In support of this effort, both Change Healthcare and Customer will:

- Conduct project status meetings and conference calls to discuss the progress of the project.
- Create and maintain the project issues list.
- Assign a technical staff member, as needed, to resolve technical problems that may delay the project progress.
- Set up and coordinate VPN access.

Project Implementation Phases

Change Healthcare and Customer shall implement the project plan outlined in this Statement of Work.

Kickoff Phase

- Review the project plan with all project managers.
- Develop requirements document.

Planning / Design Phase

- Review the project assessment and Customer requests.
- If included in the Scope and Goals section above, design scripts required for the database fields conversion.

Testing Phase

- Various testing, performance tuning, and script modifications.

Implementation Phase

- If included in the Scope and Goals section above, execute scripts to perform database fields conversion.
- Exception handling.