



AMENDMENT 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the Software License and Services Agreement, dated December 30, 2017 (the "Agreement") between 3M Health Information Systems, Inc., (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and the County of San Bernardino on behalf of, Arrowhead Regional Medical Center (hereinafter referred to as "Client") with offices at 400 N Pepper Ave, Colton, CA 92324-1819 is effective on the date last signed ("Effective Date").

Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Software Schedule, with the actions contained on the Schedule attached below.
3. AMEND Schedule 1-2, the CDI Engage One Solution Schedule, with the actions contained on the Schedule attached below.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

Electronic Signature

This Agreement 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. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

3M HEALTH INFORMATION SYSTEMS, INC.

BY

BY

NAME	NAME
TITLE	TITLE
DATE	DATE

PLEASE EMAIL OR FAX YOUR PURCHASE ORDER IN THE AMOUNT OF \$202,457.00 AND THE SIGNED AMENDMENT TO:
HISILVERSPRINGCONTRACTREQUESTS@MMM.COM OR (651) 732-8469

FOR 3M INTERNAL USE ONLY						
ISSUE DATE:	GPO:		BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
11/19/2020 CM	*****		Q-8324	2930198	JS0189-17 FLEX	
REVISION DATE:	SLA TYPE:	CMR No:				
1/14/2021 CM	FLEX	18425589r1				
1/19/2021 TA						
4/14/2021 DH						
4/15/2021 TA						

PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

Do not release or disclose any information in this Schedule under any Open Records Act, Freedom of Information Act, or equivalent law.

Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

SCHEDULE 1-1

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE
	WEB	--	Arrowhead Reg Med Ctr--400 N Pepper Ave, COLTON CA, HI2930198	Install/Access
1.	Delete	360E MDINPT	360 Encompass MD Core Application ^{1,2}	
2.	Delete	360E MDINPT I&T	360 Encompass MD Implementation and Training ^{1,3}	
SCHEDULE TOTAL:				

¹ The application has not yet been implemented

² 360E MDINPT - 360 Encompass MD Core Application was originally contracted on the Master Software and Services Agreement, dated December 19, 2017, for \$156,107.79

³ 360E MDINPT I&T - 360 Encompass MD Implementation and Training was originally contracted on the Master Software and Services Agreement, dated December 19, 2017, for \$46,350.00

1. **3M and Customer agree that the 3M Software with an action of "Delete" as denoted above shall be terminated effective** January 19, 2021 **(the "Termination Date")**, provided that Customer within five (5) business days from the Termination Date: a) contacts 3M Customer Care at 800-435-7776 to schedule a de-installation of the 3M Software from the Customer's Equipment by 3M, or b) de-installs the Software and certifies, in writing to 3M, that the 3M Software has been removed from Customer's Equipment and the 3M Software and applicable Documents have either been: i) returned to 3M, or ii) destroyed by Customer (including all copies, regardless of media). In either case, Customer shall immediately cease the use of the 3M Software and associated Documents.
2. IN THE EVENT CUSTOMER DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, AS SET FORTH ABOVE, 3M SHALL DEEM THE 3M SOFTWARE, LICENSED UNDER THIS AGREEMENT, STILL IN USE BY THE CUSTOMER AND CUSTOMER'S OBLIGATIONS WITH RESPECT TO SUCH SOFTWARE UNDER THE AGREEMENT SHALL CONTINUE IN EFFECT. FURTHERMORE, 3M SHALL CONTINUE TO INVOICE CUSTOMER AND CUSTOMER SHALL CONTINUE TO PAY THE APPLICABLE FEES HEREUNDER, UNTIL SUCH TIME AS THE TERMINATION PROVISIONS OF THIS AMENDMENT ARE SATISFIED.

PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

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SCHEDULE 1-2

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 ST YR ANNUAL & ONE TIME FEE	2 ND YR FEE	3 RD YR FEE
	WEB	--	Arrowhead Reg Med Ctr--400 N Pepper Ave, COLTON CA, HI2930198	Install/Access			
1.	Add	CDI ENGAGE ONE I	Clinical Documentation Improvement - Engage One Implementation Services*	NOT MADE PUBLIC	NOT MADE PUBLIC	NOT MADE PUBLIC	NOT MADE PUBLIC
2.	Add	CDI ENGAGE ONE SOL	Clinical Documentation Improvement - Engage One Solution -Engage One with Enhanced Clinical Content License -Engage One Maintenance and Support	NOT MADE PUBLIC	NOT MADE PUBLIC	NOT MADE PUBLIC	NOT MADE PUBLIC
SCHEDULE TOTAL:					NOT MADE PUBLIC	NOT MADE PUBLIC	NOT MADE PUBLIC

FEE SUMMARY:

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$156,107.00
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: ¹	\$46,350.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
TOTAL THIS AMENDMENT:	\$202,457.00

¹One-Time fee(s) are contingent on total number of interfaces required. The above one-time fee(s) is based on for 6 Interfaces. Additional Interfaces will require additional fee(s).

- If Customer agrees to license the Clinical Documentation Improvement - Engage One License, any Software products or Services which Customer has previously licensed/purchased which are included in Clinical Documentation Improvement - Engage One will be terminated. Any prepaid and unused Software license and/or Services fees will be credited upon the Go-Live date of Clinical Documentation Improvement - Engage One.
- Add Attachment 1, CDI Engage One Statement of Work (Confidential), attached below.