

Product Replacement Amendment

This Amendment ("Amendment") to Solution Order No. IWS-282513, dated July 23, 2019 ("Initial SORD"), as amended, and all Add-On Orders to the Initial SORD ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a political subdivision of the State of California, on behalf of Natividad 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 licensed 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) means 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.
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 **August 22, 2021**.
 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

**The County of Monterey, a political subdivision
of the State of California, on behalf of
Natividad Medical Center**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed and approved as to form.



Deputy County Counsel
5/26/2021

Reviewed and approved for Fiscal Terms
Gary Giboney 5-26-2021

Chief-Deputy Auditor-Controller

Exhibit 1
LICENSE CONVERSION

Replacement Product	
CHC-VOL-100 (72034050, 73031951) Change Healthcare Cardiology Imaging Volume Based License Per Procedure (CPACS)	
CIS-VOL-102 (72034052, 73031953) Change Healthcare Cardiology Non-Invasive Reporting Volume Based License Per Procedure	
Licensed Volume:	CHC-VOL-100 – 2,470 Exams CHC-VOL-102 – 2,470 Exams
Legacy Product	
Part Number	Quotation No.
NSC072	71995-2
NSC072 (5)	C12CP1109-14
HCR100 (3)	C12CP1109-14
HCD100	C12CP1109-14
HCS200	C12CP1109-14
ISS100	C12CP1109-14
HCW100 (3)	C12CP1109-14
ROW100 (3)	C12CS1109-14
CIS120	C12CS1109-14
CIS150	C12CS1109-14
CIS180	C12CS1109-14
CIS190	C12CS1109-14