

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



Contract Number

24-156

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert
(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Careport Health, LLC
Chris Sojka
(913) 378-8610
July 1, 2024 – June 30, 2029
\$500,000
\$500,000

Briefly describe the general nature of the contract: Order Form with Careport Health, LLC, an affiliate of WellSky Corporation, subject to the terms of the Agreement with WellSky Corporation, for the patient placement referral system, in the amount of \$100,000 annually for the contract period of July 1, 2024 through June 30, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date

3/1/2024

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director

Date

3/5/24

**CAREPORT HEALTH, LLC
ORDER FORM**

This Order Form (“**Order**”) is dated as of last signature below (“**Effective Date**”) between **SAN BERNARDINO COUNTY** on behalf of Arrowhead Regional Medical Center with offices at 400 N Pepper Ave, COLTON CA 92324 (“**Client**”) and **CarePort Health, LLC**, an Affiliate of WellSky Corporation, with offices at 11300 Switzer Road Overland Park, KS 66210 (“**CarePort**”) for the products and services set forth herein. Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between Client and WellSky Corporation and Affiliates, dated February 27, 2024 (“**Agreement**”), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

- Attachment 1 – Scope of Use, Term, Pricing, and Payment Terms
- Attachment 2 – Additional Terms



Any questions or changes to this Order, please contact Chris Sojka at chris.sojka@wellsky.com.


Ordering Procedure:

Scan or fax this signed Order to CarePort’s Corporate Contracts Department as follows:

LegalContracts@wellsky.com

Fax: (913) 871-9571 or 9138719571@fax2mail.com

| | |
|--|---|
| SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER: | CAREPORT HEALTH, LLC: |
| Signature:  | Signature:  |
| Name: Dawn Rowe | Name: Marc Camm |
| Title: Chair, Board of Supervisors | Title: SVP Connected Networks |
| Date: FEB 27 2024 | Date: 2/15/2024 |

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONTELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By 
Deputy



CN-0000017048 / Q-17053

**ORDER FORM
ATTACHMENT 1
SCOPE OF USE, TERM, PRICING, AND PAYMENT TERMS**

1. Cloud Services Pricing. The Cloud Services are subject to the following pricing and maximum scope of use limits:

| Cloud Services | Facility | PID | Quantity | Total Annual Fees |
|--|---|-----|----------|-------------------|
| CarePort Discharge - Standard (SUB22049) | ARROWHEAD REGIONAL MEDICAL CENTER | N/A | 1 | \$98,176 |
| Unified Workflow (Epic SSO) (SUB22017) | ARROWHEAD REGIONAL MEDICAL CENTER | N/A | 1 | \$1,824 |
| TOTAL | | | | \$100,000 |

Client's license for the Cloud Services covers Organic Growth during the initial term, provided that Client timely pays CarePort the associated fee increases specified herein. "Organic Growth" means increases in the volume at the Client Licensed Sites above that are due solely to internal growth of Client's ordinary business activities and transactions at the Client Licensed Sites. Notwithstanding the foregoing, Client shall not use the Cloud Services in connection with any of the following (each of which constitutes "Non-Organic Growth"): (i) Any construction of any new facility (beyond the Client Licensed Sites); (ii) the physical expansion of any Client Licensed Site; and/or (iii) the addition of any new facility by acquisition, merger, or otherwise. With respect to Client Licensed Sites acquired through Non-Organic Growth, Client shall not use the Cloud Services with respect to such newly acquired Client Licensed Sites unless and until the Parties have so agreed to a new Order Form for such additional scope of use.

2. Sites. The Client Licensed Sites for this Order are as listed below:

ARROWHEAD REGIONAL MEDICAL CENTER
400 N Pepper Ave
COLTON, CA 92324

3. Cloud Services Term. The Cloud Services are provided for a 60 month term, beginning on July 1, 2024 through June 30, 2029.
4. Payment Terms. Client shall pay 100% of the applicable Cloud Services fees annually in advance beginning on July 1, 2024 through June 30, 2029.

**ORDER FORM
ATTACHMENT 1
SCOPE OF USE, TERM, PRICING, AND PAYMENT TERMS**

Please provide your accounts payable or billing contact information.

| |
|-----------------|
| Name: |
| Title: |
| Address: |
| E-mail: |
| Phone: |

Please select one of the options below regarding your sales tax status:

- ☐ Exempt
☐ Non-Exempt

If "Exempt" is checked above; Client is required to provide the appropriate certificate to WellSky upon Execution of this Order. Failure to provide could result in sales tax charges.

**ORDER FORM
ATTACHMENT 2
ADDITIONAL TERMS**

Client acknowledges and agrees the Cloud Services acquired hereunder are care coordination solutions and each product cross-references Client's data ("Client Data") against data retained by the CarePort subscriber network. The Cloud Services use Client Data within the CarePort subscriber network to provide various Services that may include but are not limited to benchmarking, analytics, and data aggregation ("Reports"). Client may access and use Reports for Client's internal business purposes only. Client may not publish Reports, provided that Client may share or use Reports with its contractors, agents, and facilities used by its patients in furtherance of Client's business. Client acknowledges and agrees that revoking the foregoing license grant shall terminate Client's right to access or use any care coordination, benchmarking, and/or data aggregation reports and features available through the Cloud Services or any successor solution(s) requiring data sharing within the CarePort subscriber network.

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