



**Contract Number**

17-90 A2

**SAP Number**

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert, Director
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Forward Health Group, Inc
<b>Contractor Representative</b>	Michael Barboude, CEO/Founder
<b>Telephone Number</b>	608-729-7530
<b>Contract Term</b>	2/28/2017 – 3/31/2021
<b>Original Contract Amount</b>	\$2,230,104
<b>Amendment Amount</b>	\$625,583.33
<b>Total Contract Amount</b>	\$2,855,687.33
<b>Cost Center</b>	9186134200

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2**

This Amendment No. 2 dated February 11, 2020 is made by and between the COUNTY OF SAN BERNARDINO and FORWARD HEALTH GROUP, INC. and modifies the terms of the Forward Health Group Agreement for Services executed between the parties as of February 28, 2017 as follows:

1. Add SOW No. 3 as attached hereto and incorporated herein.
2. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
3. **Definitions.** 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

FORWARD HEALTH GROUP, INC.

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

▶  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

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

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 1 South Pinckney Street, Suite 301  
Madison, WI 53703

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶  
\_\_\_\_\_  
Bonnie Uphold, County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶  
\_\_\_\_\_  
William L. Gilbert, Director  
Date \_\_\_\_\_



**County of San Bernardino  
On behalf of Arrowhead Regional Medical Center  
Subscription Services Agreement  
Statement of Work No. 3**

Presented by:

**Forward Health Group  
December 27, 2019**

This Statement of Work No. 3 (“SOW No. 3”) by and between the County of San Bernardino (“Client”) on behalf of Arrowhead Regional Medical Center, (“ARMC”) and Forward Health Group, Inc. (“FHG”) is subject to the terms of the Forward Health Group, Inc. Agreement for Services (“Agreement”) effective as of February 28, 2017. This SOW No. 3 extends the Term and revises the programs and pricing for programs that exist as of the date of this SOW No. 3, as specified below. In the event of any conflict or inconsistency between the Agreement and this SOW No. 3, the Agreement shall prevail. In the event of any conflict of inconsistency between this SOW No. 3 and any Prior SOWs, this SOW No. 3 shall prevail.

### A. Term and Termination

The Term of this SOW No. 3 shall be the period commencing on the Effective Date of February 18, 2020 through March 31, 2021, and extends the Term for the PopulationManager SOW, the PopulationCoordinator SOW, the PopulationAbstractor SOW and SOW No. 2 (collectively, “Prior SOWs”) all through March 31, 2021. Notwithstanding the foregoing, the Term of the Agreement is subject to termination, as provided in Section 16 of the Agreement.

### B. Scope

The following programs are included in this SOW:

- PopulationManager® Monthly Refresh Cadence
  - PRIME (44 existing measures)
  - QIP (20 existing measures)
  - Whole Person Care (14 existing measures)
- PopulationCoordinator
  - Whole Person Care
- PopulationManager® Daily Refresh Cadence
  - Patient Registry (14 existing measures)

Additional services not in scope under this SOW No. 3 will be managed in accordance with the Project Change Control procedures outlined in Appendix A or as otherwise mutually agreed upon by the parties in separate SOWs.

### C. Fees

Fees under this SOW No. 3’s extend the Fees of the Prior SOWs as indicated in Table 1 below.

**Table 1: Annual Subscription Fees**

Product/Program	Year 1	Year 2	Year 3	Extended Fee
PopulationManager® PRIME Subscription Fees	\$587,200	\$587,200	\$587,200	\$102,917
PopulationManager® Patient Registry	-	-	-	\$203,666
PopulationManager® Whole Person Care Subscription Fees	-	-	-	\$102,917
PopulationManager® QIP Subscription Fees	-	\$35,000	\$35,000	\$102,917
PopulationCoordinator Subscription Fees	\$20,000	\$20,000	\$20,000	\$93,166
PopulationAbstractor® Subscription Fees	\$12,000	\$12,000	\$12,000	-
			<b>TOTAL</b>	<b>\$605,583</b>

Total extended subscription fees of \$605,583 are due NET 60 days from the date of invoice.

### Expenses

Client will be responsible for all reasonable travel expenses incurred by FHG personnel in support of Services under this SOW, not to exceed \$20,000.

**Appendix A:**

**Project Procedures**

**A - 1: Project Change Control Procedure**

The following process will be followed if a change to this SOW No. 3 is required:

- a. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- b. Charges for professional services will be included in the PCR and approved by ARMC prior to execution.
- c. The designated project management of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- d. Both parties will review the PCR request and will present to the Project Executive Team for a final decision on whether to implement it, recommend it for further investigation, or reject it.
- e. FHG will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. FHG will invoice ARMC for any such charges per the terms of this SOW No. 3 and the Agreement. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW No. 3 and the Agreement.
- f. A PCR must be signed by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW No. 3. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW No. 3.
- g. A PCR that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this SOW No. 3.

**A - 2: Measure Change Control Procedure**

The process will be initiated by ARMC. Upon written request from ARMC, FHG will revise an approved Measure Definition Document for review and approval by ARMC. Once approved, FHG will modify/update and follow FHG's quality assurance process for the measure definition software. Upon successful testing of the revised measure, FHG will notify ARMC to conduct user acceptance testing for the revised measure. Issue resolution will follow the Deliverable. The following process will be followed if a change to a measure:

- a. A Measure Change Request (MCR) will be the vehicle for communicating measure change. The MCR must describe the change and rationale for the change.
- b. Upon submission of the MCR, the measure change will be implemented in the following timeline in Table 2:

**Table 2: Measure Change Timeline**

Applicable to measure modifications requested by ARMC

MCR Submission	Data Acquisition Impact Assessment	Updated Measure Documentation	New Measure
	10 Business Days after submission of MCR	10 Business Days After Completion of the Data Acquisition Impact Assessment	Provided in accordance with the next regularly scheduled monthly refresh so long as that is no sooner than 15 days following approval of the measure definition, else the next month's regularly scheduled refresh.