

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



Contract Number

23-537 A-3

SAP Number

4400011581

## 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

Curaspan Health Group, Inc.

Chris Sojka

(913) 378-8610

July 1, 2018 – June 30, 2024

\$479,324

\$92,500

\$571,824

**Briefly describe the general nature of the contract:** Amendment No. 3 to Agreement No. 4400011581 with Curaspan Health Group, Inc. for a patient placement referral system, increasing the contract amount by \$92,500, from \$479,324 to \$571,824, and extending the term by one year, for a total contract term of July 1, 2018 through June 30, 2024.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 6-5-2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► William L. Gilbert  
William L. Gilbert, Director

Date 6/5/23

**THIRD AMENDMENT TO THE  
MASTER SUBSCRIPTION AGREEMENT**

THIS THIRD AMENDMENT ("Amendment") is effective as of the date of last signature and is made by and between **Curaspan Health Group, Inc.** ("Company") and **San Bernardino County on behalf of Arrowhead Regional Medical Center** ("Subscriber") and modifies the terms to the Master Subscription Agreement together with the Product and Pricing Schedule & Statement of Work executed between the parties with an Effective Date of July 1, 2018 ("Agreement"), as amended.

**Recitals:**

WHEREAS, Company and Subscriber entered into that certain Master Subscription Agreement dated July 1, 2018 (the "Master Agreement"); and

WHEREAS, Company and Subscriber concurrently entered into a Product and Pricing Schedule & Statement of Work on July 1, 2018 ("Order Form"); and

WHEREAS, Company and Subscriber subsequently entered into a Statement of Work effective as of June 15, 2020 ("Amendment No. 1"); and

WHEREAS, Company and Subscriber subsequently entered into a Product and Pricing Schedule effective as of September 1, 2021 ("Amendment No. 2"); and

WHEREAS, Company and Subscriber desire to extend the Term of Master Subscription Agreement, First Order Form, Second Order Form, and Third Order Form, as more specifically described herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".

2. Delete Section 5.1, Initial Term of the Agreement in its entirety and replace with the following:

5.1 *Initial Term.* Subject to Section 5.2 and 5.3, and 5.4, the Initial Term of this Agreement (the "Initial Term") will commence on the Effective Date of this Agreement and extend seventy-two (72) months therefrom, unless terminated earlier in accordance with the terms of this Agreement.

3. Delete Section 2, Managed Services of the Order Form in its entirety and replace with the following:

Service	State Date – End Date	Description	Fees and Payment Schedule
End User Support Services	July 1, 2018 – June 30, 2024	Curaspan shall provide end user support to Subscriber for the Service Application(s) and Integration Solution(s) for interactive support and problem resolution, including diagnosis, solutions and workarounds, through e-mail and/or telephone during the following hours: Monday – Friday 8:00 am – 7:00 pm EST, as applicable. Unlimited access to the training materials and items along with free monthly webinars. All support and training materials shall be provided in English. Customer support does not include user administration.	Included in Services

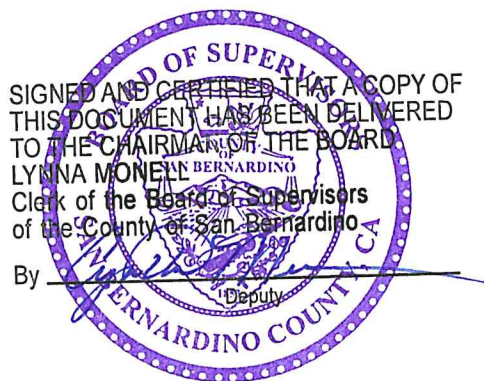
4. Delete Section 3, Authorized Sites and Subscription Services of the Order Form in its entirety and replace with the following:

Authorized Hospital Sites & Licenses	Subscription State Date – End Date	Subscription Services	Subscription Fees and Payment Schedule
Arrowhead Regional Medical Center 400 N. Pepper Avenue Colton, C 92324 Provider IS: 91642 456 Beds 30 User Licenses	July 1, 2018 – June 30, 2024	<ul style="list-style-type: none"> <li>nH Discharge</li> <li>Standard ADT Connector</li> <li>End User</li> </ul>	\$92,500.00 – due upon Go Live  \$92,500.00 – due 12 months past Contract Effective Date  \$92,500.00 – due 24 months past Contract Effective Date  \$92,500.00 – due 36 months past Contract Effective Date  \$92,500.00 – due 48 months past Contract Effective Date  \$92,500.00 – due 60 months past Contract Effective Date

5. Full Force and Effect. The Agreement, as amended by the Amendment, remains in full force and effect.
6. Capitalized Terms. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.

7. Execution in Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile copies shall be deemed originals in all respects.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized, to be effective as of the date first written above. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.



**SAN BERNARDINO COUNTY ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL  
CENTER:**

By: Name: *Dawn Rowe*  
 Title: **Chair, Board of Supervisors**  
 Date: **JUN 13 2023**

**CURASPAN HEALTH GROUP, INC.:**

By: Name: *Marc Camm*  
 Title: SVP Connected Networks  
 Date: 5/25/2023