



Contract Number

24-156 A-1

SAP Number

4400024388

Arrowhead Regional Medical Center

Department Contract Representative Andrew Goldfrach
Telephone Number 909-580-6150

Contractor CarePort Health, LLC
Contractor Representative Zach Ninterman
Telephone Number 619-316-5215
Contract Term July 1, 2024, through June 30, 2029
Original Contract Amount \$500,000
Amendment Amount \$573,981
Total Contract Amount \$1,073,981
Cost Center 8750
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

This Amendment No. 1 (Amendment) dated January 27, 2026 between CarePort Health, LLC, an Affiliate of Wellsky Corporation ("CarePort"), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Client") and modifies the terms of the Order Form executed between the parties as of February 27, 2024 ("Agreement").

1. In the Order Form, insert a third bullet point, as follows:

This Order consists of the following Attachments:

- Attachment 1 – Scope of Use, Term, Pricing, and Payment Terms
- Attachment 2 – Additional Terms
- Attachment 3 – Scope of Services

2. In the Order Form, replace "contact Chris Sojka at chris.sojka@wellsky.com." with "contact Zachary Ninteman at zachary.ninteman @wellsky.com."

3. Delete Attachment 1, Scope of Use, Term, Pricing, and Payment Terms in its entirety and replace with Attachment 1, Scope of Use, Term, Pricing, and Payment Terms as attached hereto and incorporated herein.

4. Delete Attachment 2, Additional Terms in its entirety and replace with Attachment 2, Additional Terms, as attached hereto and incorporated herein.
5. Attach and incorporate Attachment 3, Scope of Services, to the Order Form as attached hereto and incorporated herein.
6. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Contractor has disclosed to the County using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract. In the event of a further proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.
7. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
8. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Amendment, as applicable.
9. **Counterparts.** This Amendment 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 Amendment. 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

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



By ▶ _____
(Authorized signature - sign in blue ink)

 Dawn Rowe, Chair, Board of Supervisors

Name Josh Lowery
(Print or type name of person signing contract)

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

Title SVP & GM, Connected Networks
(Print or Type)

Lynna Monell
 Clerk of the Board of Supervisors

San Bernardino County

By _____
 Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ Bonnie Uphold, Supervising Deputy County Counsel	▶ _____	▶ _____ Andrew Goldfrach, ARMC Chief Executive Officer
Date _____	Date _____	Date _____

**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	Provider ID (PID)	Quantity	Total Annual Fees
CarePort Discharge - Standard	Arrowhead Regional Medical Center	N/A	1	\$98,176
Unified Workflow (Epic SSO) (SUB22017)	Arrowhead Regional Medical Center	N/A	1	\$1,824
CarePort Learning Management System (SUB22273)	Arrowhead Regional Medical Center	91642	1	\$8,503
CarePort Transition - Conversion (SUB19090)	Arrowhead Regional Medical Center	91642	1	\$170,074
TOTAL				\$278,577

Client’s license for the Cloud Services covers Organic Growth during the initial term, provided that Client timely pays WellSky 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. Professional Services Pricing.

Description of Services	Fees
CarePort Transition Implementation Fee - Existing Client Conversion (PS19137)	\$38,250
TOTAL	\$38,250

4. Cloud Services Term. The Cloud Services Term for CarePort Discharge – Standard and Unified Workflow (Epic SSO) (SUB22017) are provided for a 60 month term, beginning on July 1, 2024 through June 30, 2029. The Cloud Services for CarePort Learning Management System (SUB22273) and CarePort Transition - Conversion (SUB19090) shall begin on the earlier of First Productive Use of Transition or July 1, 2026 and run coterminous with the existing Cloud Services term in Order Form Q-17053 / CN-0000017048.

5. Payment Terms.

- a. Cloud Services: Client shall pay 100% of the applicable Cloud Services fees annually in advance beginning on July 1, 2024 through June 30, 2029, except that Client shall pay the applicable pro-rated Cloud Services fees beginning on the earlier of First Productive Use of Transition or July 1, 2026, and 100% of the applicable Cloud Services fees quarterly thereafter.
- b. Professional Services: Client shall pay 100% of the fixed fee/fixed scope Professional Services fees on the Effective Date.

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

- c. Increases: All recurring fees may be increased by WellSky once annually commencing one (1) year following the Cloud Services Term start date included in this Order at a rate equal to (3%). Cloud Services fees may further be increased upon prior written notice to Client in the event WellSky's third party supplier increases such fees.

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 WellSky subscriber network. The Cloud Services use Client Data within the WellSky 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 WellSky subscriber network. Client hereby grants to WellSky a non-exclusive right and license to access, use, and disclose Client Data for the provision of the Services. WellSky may de-identify Client Data in accordance with 45 CFR 164.514(b) and may use Client Data to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B) and in accordance with the Documentation. The terms of this Section shall indefinitely survive the termination or expiration of the Agreement and/or this Order.

Client assumes full responsibility for the content of all information and material supplied by Client via the Cloud Services and shall hold WellSky harmless from all claims or liability arising out of the publication of such information or material. WellSky reserves the right to reject, in its sole discretion, any information or other copy submitted by the Client. No alteration in copy, however, will be published without the Client’s consent.

The Master Terms and Conditions referenced herein shall govern the relationship between the Parties as of the Effective Date of this Order.

Cloud Services included hereto for CarePort Transition shall replace the following contracts for the Sites outlined herein for CarePort Discharge as of the earlier of First Productive Use or July 1, 2026:

Facility Name	WellSky ID	Contract ID	Facility PID	Solution(s)/ Cloud Services Owned	Facility Address
Arrowhead Regional Medical Center	444014	CN-0000017048	91642	CarePort Discharge	400 N. Pepper Avenue, Colton, CA 92324

**ORDER FORM
ATTACHMENT 3
SCOPE OF SERVICES**

I Overview

This document defines the scope of this implementation and defines the parties' respective obligations, assumptions, and boundaries for this WellSky implementation.

After the kickoff of the project, Client and WellSky shall collaborate, agree to, and finalize, in writing, one or more project plans for the in-scope implementation. Unless otherwise agreed to in writing by the parties, the project plan and this Statement of Work describe WellSky's complete scope of Services. The work will be performed by a blended team comprised of personnel from both WellSky and Client (the "Project Team"). The composition of the Project Team is described below.

II Solutions Included

CarePort Transition / Acute

III Client Information

The in-scope Services for this Statement of Work are based on the following information provided by the Client.

Client Organization:	County of San Bernadino on Behalf of Arrowhead Regional Medical Center
Client's Contracted Facilities:	Arrowhead Regional Medical Center
Number of Annual Discharges:	18,500

IV Assumptions

WellSky and Client Obligations

In addition to any other responsibilities or duties described in this Scope of Services, set forth below is a list of mutual obligations.

1. WellSky's performance of the Professional Services hereunder is conditioned upon Client's participation, assistance, and facilitation of such Services. WellSky is not responsible for any delay in performance or resultant scope changes, price increases, or other changes related to the Professional Services resulting from Client's failure to actively and/or timely engage with WellSky for such performance.
2. WellSky shall use commercially reasonable efforts to assign staff within thirty (30) days of the date Client executes contract.
3. No later than 90 days from the Effective Date of this Order, Client shall: (i) assign required resources, (ii) initiate kickoff of the project, (iii) complete required implementation tasks set forth in this Scope of Services, and (iv) complete any other Client tasks necessary for WellSky to initiate the Professional Services hereunder.
4. In the event Client: (i) does not engage with WellSky to begin the project within 30 days of the Effective Date, (ii) places the project on hold for greater than 30 days, or (iii) does not complete any task(s) set forth in the Scope of Services for greater than 30 days, WellSky reserves the right to place the project on hold. Upon reengagement, WellSky may issue a Change Order for additional professional services fees to account for the scope change.
5. In the event Client requests to restart a project following cancelation as set forth herein, a new Order Form will be required encompassing the Professional Services required to complete the project associated with the current version of the WellSky solution.
6. Subject matter experts are required from the user community to participate in workflow and data validation sessions. As part of the pre-implementation process, WellSky shall provide specific resource requirements for these areas.
7. The scope for services in this project is based on the assumptions contained herein. Any change to any assumption shall require a change request which may result in a change to the project timeline, effort, and budget.
8. It is the Client's responsibility to make any necessary configuration changes to non-WellSky products that affect the WellSky implementation. Epic configurations and any additional Epic build or feature(s) not included in Transition Turbocharger package are the client's responsibility to update / create.
9. Client and WellSky shall collaborate, agree to, and finalize, in writing, one or more project plans which reflect the scope, prior to the kickoff of the project and only after resources assignments are made. Unless otherwise noted, WellSky provides services under this Scope during standard business hours of 8:00a – 5:00p, local organization time

**ORDER FORM
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SCOPE OF SERVICES**

on weekdays except for WellSky recognized holidays of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

10. If applicable, WellSky assumes that the Client will be able to accommodate HL7 standards and additional technical specs which have been mutually agreed upon during the sales process.
11. Client is responsible for any travel-related expenses needed, if any related to these services here within, as defined in the Clients Agreement.

V Solution-Specific Assumptions

This section identifies assumptions associated with specific WellSky products that are within the scope of this implementation.

WellSky Transition / Acute

1. WellSky and Client will partner to migrate the Client's legacy Acute location(s) from CarePort Discharge to Transition.
2. Following the migration of the legacy Client Acute location(s) to Transition, Client will continue to have Read Only access to their legacy CarePort Discharge organizations for as long as the Client is an active subscriber, or the client opts to receive a onetime data extract of their Discharge data. As each of the Client's locations migrate to Transition, the ADT to the Client's legacy Discharge organizations will be disabled at a mutually agreeable time.
3. Epic requirements:
 - a. Minimum version: May 2022, operating within HyperDrive
 - b. All Clinical API's require version R4 of the FHIR API's
 - c. Client operating Epic in Chrome, or Edge
4. Client agrees to:
 - a. Request the CarePort Transition 2.x Backend and Provider Platform app from the Epic Connection Hub and follow the steps outlined in the Transition 2.x Implementation Guide to establish connectivity and complete the Turbo Charger installation.
 - b. Compile user information for those who will be accessing Transition (e.g., Name, Email Address, Unit/Department, Epic Username).
 - c. Configure launch point(s) from Epic with tokens needed to preserve patient context within Epic Test (TST) and Production environments.
 - i. Client will provide the Epic Interconnect Endpoint URLs to WellSky which will allow Transition to launch from the Client's instance of Epic
 - ii. Failure to provide this information in a timely manner will impact the project timeline.
 - d. Enable Epic FHIR API's.
 - i. Depending upon which version of Epic the Client is utilizing, the Client's assigned Epic TS may be required to generate designated "Integrated ID's" and/or "Embedded ID's" for both TST(Test) and Production environments to enable the API's.
 - ii. The list of required APIs (Application Programming Interface) is detailed in the Appendix of the Implementation Guide, which is available for download from the Epic Connection Hub.
 - iii. All APIs are licensed by Epic. Clients may contact their Epic Representative to confirm if they are currently licensed for the required APIs for Transition.
 - e. Enter clinical data on test patients and associated admissions as the clinical data exists within Client's Epic Production environment.
 - f. Install Transition Print Attach driver within the Client's network and/or end user workstations.
 - g. Enable a real time ADT (Admission, Discharge and Transfer) feed to CarePort Transition from the Client's instance of Epic. If an existing ADT exists, Client will work with CarePort to validation data components and make any required modifications to meet the specifications.
 - i. The ADT will include the Epic primary CSN.
 - ii. Inability to send the Primary CSN to WellSky will impact scope, timeline, or functionality of the implemented Solutions.
 - iii. Client is responsible for building the integration and testing and signoff on the integration before moving all integration components into the production environment.

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- iv. Client is responsible for data collection and data analysis of current and future state.
 - v. Client is responsible for developing and executing unit, functional, simulation and integration testing and test plans.
5. WellSky agrees to:
- a. Assign the following resources: Project Manager, Implementation / Training Consultant, Technical Consultant, Post Acute Onboarding Specialist, and Integration Engineer.
 - b. Lead multiple recurring weekly meetings, which will be held remotely at times mutually agreed upon between WellSky and the Client. Remote and Onsite meetings will be held during normal business hours, local client time on weekdays only.
 - c. Lead a remote or on-site planning meeting to assess current state, future state and build initiation at a single Client location, of the Client's choice.
 - d. Lead a remote or on-site validation session prior to go-live, at a single client location, of the Client's choice.
 - e. Provide training for Client's Epic Trainers, up to a maximum of eight (8) hours.
 - f. Audit of up to four (4) of the Epic Trainers training sessions, up to a maximum of twenty-four (24) hours.
 - g. Lead multiple recurring weekly meetings, which will be held remotely at times mutually agreed upon between WellSky and the Client. Remote and Onsite meetings will be held during normal business hours, local client time on weekdays only.
 - h. Partner with Client to enroll Client End Users in the WellSky Learning Management System (LMS) Transition module.
 - i. Post implementation, Client will continue to have access to the CarePort Transition module within the WellSky LMS.
 - ii. WellSky will update the CarePort Transition module as new features and functions are added to Transition
 - i. Provide remote Activation Support to end-users at go-live for a maximum of three (3) days, including up to three (3) resources: Project Manager, Technical Consultant, and Implementation Consultant.
6. Client will identify and confirm:
- a. Resource(s) who will function as the WellSky Transition System administrator and will be responsible for maintaining Transition configurations, updates, and testing post activation.
 - b. Clinical SME(s) with knowledge of end user workflow/needs across the Client health system to partner with WellSky on validating clinical test data to ensure it meets the end users' needs for referrals. Clinical SME(s) will be able to validate the information available within Epic vs. the information which displays within Transition received via the Epic FHIR API's.
 - c. That their team(s) is available during WellSky onsite and remote meetings. Onsite visits are provided during standard business hours of 8:00am – 5:00 pm local organization time, on weekdays, between Tuesday and Thursday.
 - d. Additional Client resources as detailed in the Appendix.
7. WellSky shall guide the Client through content configuration and validation sessions for:
- a. Referral Type creation and management
 - b. Post Acute Authorization
 - c. Transition Organization Configuration, Security, and User Account maintenance.
 - d. Configuration and validation options for the API data displayed within Transition, including the standardization of options by referral type.
 - e. Migration of the client's Forms from their existing Discharge organization(s). Customization to existing forms or additional new forms will require a scope change and potential additional Services fees.
8. Following the Discovery session(s), WellSky and Client will partner to design the Epic Flowsheets and values for each referral type. Once agreed up on, Client will configure the Epic Flowsheets and partner with WellSky to test end to end workflow prior to a Validation session with the SME's.
9. WellSky and Client will partner to test the configurations and end user workflow after the Client migrates their Epic configuration and build to Production.
10. WellSky will assist Client team with the necessary joint outreach to ensure Post-Acute Providers have up-to-date profiles which will be utilized for Patient Choice.
- a. If applicable, WellSky will review with the Client and migrate after their approval the Client's existing Careport Guide configurations into Transition Patient Choice.
 - b. Client will review a list from Care Management of post-acute providers that have received patients from the Client's acute facilities in the last twelve (12) months and prioritize the list with the most frequently utilized.

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- c. WellSky shall configure the product such that post-acute providers chosen by the Client are highlighted and grouped within the Client’s existing search results (subject to Medicare Patient Choice regulations).
 - d. WellSky shall provide virtual education and training to the post-acute providers in the Client’s target area for up to four (4) sessions of one (1) hour each.
 - e. WellSky shall provide on-boarding and on-going management of the following entities in the post-acute provider database: all Skilled Nursing Facilities (SNFs), Home Health providers, Hospice, Acute Rehab, Long-Term Acute Care Hospitals (LTAC), DME, Dialysis, Home Infusion within twenty-five (25) mile radius of Client’s facility that is profiled.
 - f. Client will continue to be responsible for requiring post-acute care providers to keep their Provider profiles up to date. Search criteria results are dependent on profiles being completed and results will vary based on level of completion.
11. WellSky shall enable Transition Daily Data Extract by setting up and testing a File Transfer Protocol (FTP) process utilizing the existing VPN connection.
- a. WellSky shall assist with setting up and scheduling extracts to be delivered daily in Microsoft Excel, text pipe delimited format.
 - b. Client will have a data repository established to load/store the data received from Transition.
 - c. No modifications/customizations to the extract file will be provided by WellSky. If any are requested or required, an additional billable contract will be required.
 - d. Client will provide staff to establish the SFTP connection and to process data contained within the Extract Files.
 - e. Client is responsible for data collection and data analysis of current and future state.
 - f. Client is responsible for developing and executing unit, functional, simulation and integration testing and test plans.
 - g. The Transition Extract enables Client to receive multiple extract files of data elements. The following subject matter areas of Transition will be provided:

<i>User</i>	<i>Patient / Admission</i>	<i>Transition</i>
User Profiles	Patients Admissions Physicians (Primary, Attending, etc.) Tasks	Referrals Referrals Delivered

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Appendix

Environments Supported by WellSky

WellSky offers two environments for Transition: Training and Production. These are connected to Epic environments of Test (TST) and Production. WellSky does not support more than two environment connections to Transition.

Client Resource Tables

The table below provides an overview of Client resources who may be engaged for the Transition Implementation.

<i>Roles</i>	<i>Responsibility</i>
Client Executive Sponsor	<ul style="list-style-type: none"> • Ensure organizational commitment. • Facilitate implementation and policy-related decisions • Approve the allocation of resources. • Provide operational accountability. • Post Implementation: Operational accountability for standardization and identifying workflow changes based upon changing Client needs
Client Project Manager	<ul style="list-style-type: none"> • Partners with the WellSky Project Manager to develop and maintain the WellSky Project Management • Responsible for coordinating and confirming Client tasks are completed timely. • Coordinates meetings at the Client site • General Project Management duties
Client Clinical SME's	<ul style="list-style-type: none"> • Provide goals/objectives of implementation • Share workflow and process of department • Responsible for determining internal processes • Commitment to reinforce the staff usage of applications
Client Transition System Administrator	<ul style="list-style-type: none"> • Assist in determining department process and workflow and aid in dissemination of this information to staff • Conducts Super User groups as needed to maintain standardization and understanding of system use • Maintain configurable lists • Run reports utilizing the report functionality • Post Implementation: maintain End User profiles • Post Implementation: High quality post-acute care network management, • Post Implementation: Receives, communicates, and incorporates application updates/upgrades to the application to staff • Post Implementation: Per Client policy, tests/maintains upgrades within TST environment specific to application configurations and connectivity
Client Interconnect Admin and Epic Client Systems Web and Service Systems TS	<ul style="list-style-type: none"> • Enable API's with appropriate security policy • Responsible for providing Epic Endpoint URL for FHIR interface • Confirm App can communicate with Client's system from outside the Client's firewall
Client Interface administrator and Epic EDI	<ul style="list-style-type: none"> • Configure the required interfaces as needed by this integration.
Client ECSA (Hyperspace or Citrix Deployment Admin)	<ul style="list-style-type: none"> • Complete the Hyperspace/Hyperdrive and Desktop Setup • Install and maintain Print Attach Driver
Client EpicCare Inpatient Application Analyst and TS	<ul style="list-style-type: none"> • Responsible for downloading and installing the Epic Turbocharger package or delegating to the appropriate Client role.

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	<ul style="list-style-type: none"> • Configure Epic to launch the application in the appropriate workflow and for the appropriate users. • Responsible for build tasks outlined in the Implementation guide hosted on Epic Connection Hub • Test standard and edge case workflows to ensure the application is working as expected. • Responsible for additional Build or testing in Epic as needed if requested by Clinical SME (s)
Client Security Team	<ul style="list-style-type: none"> • Provision a background user for the app to authenticate API calls into Client's Epic system
Client Trainer(s)	<ul style="list-style-type: none"> • Develop and lead end user training on application for designated end users. • Server as a subject matter and workflow expert • Post Implementation: provide end user training for application updates / upgrades
Client Project Team/Super Users	<ul style="list-style-type: none"> • Provide process and workflow knowledge of job functionality. • Participation in weekly/monthly conference calls • Help identify and present creative changes within the application that can increase efficiency workflow and process. • Provide first line troubleshooting of any problems or issues. • Become product expert(s). • Post Implementation: Ongoing education on process, workflow, updates, additions, and change.
Client Report Writer / Business Analyst	<ul style="list-style-type: none"> • Create and run reports utilizing the CarePort report functionality. • Provide first line troubleshooting of any problems or issues for reports. • Post Implementation: Provide education on reports and report generation within Client organization. • Post Implementation: ongoing creation/modification of reports based upon Client's internal reporting needs
Client Post Acute Outreach Coordinator	<ul style="list-style-type: none"> • Provides guidance to WellSky on the designated footprint of post-acute care providers. • Participates in outreach activities to post-acute care providers, such as email, phone calls and leading discussions on the benefits of being a member of the Client's Designated Network of Post Acute Care providers. • Post Implementation: Responsible for maintaining an outreach / marketing strategy to keep post-acute providers engaged and members of Client's designated Post Acute Care Network and to encourage members to keep their Patient Choice profiles up to date.
Client Support Resource/Technical Lead	<ul style="list-style-type: none"> • Oversees the technical implementation and takes responsibility for managing and coordinating technical work and identifies appropriate resources within your organization's IT department.

Project Timeline

The standard WellSky project plan template is the basis for the implementation. Time frames for the various tasks for your organization will be reviewed and modified as needed in the Project Kick-Off event of your implementation. The timeframe for implementation can vary depending on factors such as the number of facilities to be implemented or the Client's Epic Implementation timeline.

Once both sides agree on the project plan, it will be used throughout the implementation as a tool for monitoring progress and timely implementation.

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Included below is the anticipated timeframe for CarePort Transition implementation. WellSky assumes any delay in the project on behalf of the Client that would extend this implementation greater than 3 weeks beyond the estimated 4-month projection will result in a change order and may require an order form for additional professional services:

Implementation Plan				
Events	M1	M2	M3	M4
Pre-Implementation				
Project Kick-Off				
Build				
Validation				
Activation Readiness				
Activation				
Post-Activation & Transition to Support				

*M=Month



ATTACHMENT B

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsubsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: WellSky Corporation

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: William Miller, CEO

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A _____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.