



Contract Number

17-90 A2

SAP Number

Arrowhead Regional Medical Center

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

Curt Hagman

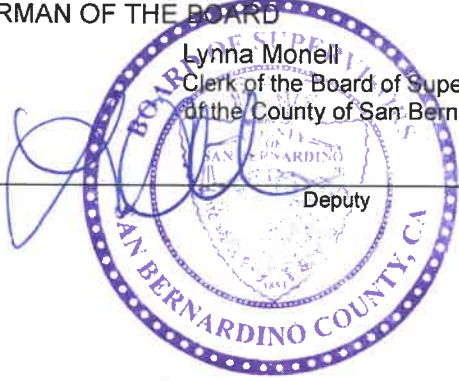
Curt Hagman, Chairman, Board of Supervisors
Dated

FEB 11 2020

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

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

B
y



Deputy

FORWARD HEALTH GROUP, INC.

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

B
y

Michael Barbone

(Authorized signature - sign in blue ink)

Name

MICHAEL BARBONE

(Print or type name of person signing contract)

Title

FOUNDER / CEO

(Print or Type)

Dated:

28 JAN 2020

Address

1 South Pinckney Street, Suite 301

Madison, WI 53703

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold

Bonnie Uphold, County Counsel

Date

2-4-20

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director

Date

1/31/2020



**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	-
			TOTAL	\$605,583

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.