



Contract Number

21-148 A-4

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Hyland Software, Inc.
Contractor Representative	Matt Lujan
Telephone Number	(858) 213-6679
Contract Term	March 2, 2021 through March 1, 2026
Original Contract Amount	\$2,176,788
Amendment Amount	\$5,935
Total Contract Amount	\$2,182,723
Cost Center	9184634200
Grant Number (if applicable)	N/A

WHEREAS, the County and Hyland entered into an Contract no. 21-148 dated March 2, 2021, to Hyland provides to the County a document management system for transition to and implementation of a new Epic electronic health record system, and

WHEREAS, the County desires to purchase from Hyland an additional Bar Code Recognition license for production as further specified in the Order From, and Hyland hereby agrees to it,

NOW THEREFORE, the County and Hyland mutually agree to the following terms and conditions:

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

This Amendment No. 4 (this "Amendment") dated January 14, 2025 is made by and between Hyland Software, Inc. ("Contractor" or "Hyland"), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("County" or "Customer") and modifies the terms to agreement executed between the parties as of March 2, 2021 ("Contract").

1. Incorporate the Order Form (Hyland Reference Number: HYL034150), as attached hereto, into the Contract.
2. **Campaign Contribution Disclosure (SB 1439).** Contractor has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 Amendment 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 \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the 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.
3. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect. Any terms adding to or varying from the terms of the Contract, including this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties.
4. **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.
5. **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 Contract. 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

HYLAND SOFTWARE, INC.

 ►
 _____, Chair, 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
 San Bernardino County

Title _____
 (Print or Type)

By _____
 Deputy

Dated: _____

Address 28105 Clemens Road

 Westlake, OH 44145

FOR COUNTY USE ONLY

Approved as to Legal Form ► Bonnie Uphold, Supervising Deputy County Counsel Date _____	Reviewed for Contract Compliance ► Date _____	Reviewed/Approved by Department ► Andrew Goldfrach, ARMC Chief Executive Officer Date _____
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ORDER FORM
Hyland Reference Number: HYL034150

Parties	
Customer Name ("Customer")	San Bernardino County on Behalf of Arrowhead Regional Medical Center
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: San Bernardino County on Behalf of Arrowhead Regional Medical Center	Name: San Bernardino County on Behalf of Arrowhead Regional Medical Center
Bill To Address	Ship To Address
400 North Pepper Avenue Colton California 92324-1819 United States	400 N Pepper Ave Colton California 923241801 United States
Order Details	Sales Representative
Pricing Expiration Date: March 31, 2025 Order Reference: Q-323344	Name: Matthew Lujan Email: matt.lujan@hyland.com Phone:

SOFTWARE-AS-A-SERVICE

Product Code	Product Name	Service Class	Quantity
BSIPW1_SAAS	Bar Code Recognition Server	Double Platinum	1

Unless otherwise agreed by Hyland, the pricing on this quote is based on the length of time between the Start Date and End Date stated in the Payment Summary. Unless the order is placed within 2 weeks of the Start Date, the pricing will be prorated accordingly to address a different Start Date.

PAYMENT SUMMARY

Start Date – End Date	Subscription Payments
January 14, 2025 - February 28, 2025	USD 615.63
March 1, 2025 - February 28, 2026	USD 5,318.67

ORDER FORM TERMS
FOR ORDER FORM NO. EU-39663-HYL034150

This Order Form is governed by the Master Agreement, Subscription Agreement, Hosting Agreement, or the similar agreement under which Customer has previously purchased licenses to the Software or other products or services (the “Master Agreement”), provided that the customer entity signing this Order Form is either the same entity that executed the Master Agreement or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the Master Agreement as if it were the original party thereto and will be considered the “Customer” under the Master Agreement, including this Order Form, for purposes of the products and services purchased under this Order Form. The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, including this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the “Effective Date” of the Order Form).

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Invoicing and Term for Add-On Purchase: Unless otherwise stated in this Order Form with respect to a specific product or service, the term of the product or service subscription purchased under this Order Form begins on the Effective Date of this Order Form and will run coterminous with your current subscription. The fees actually invoiced will be a prorated amount based on the number of months remaining in your current subscription billing period at the time of the order.



ATTACHMENT A

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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-subsidiary 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: Hyland Software, Inc.
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: _____ Not applicable _____
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):
 ___ HSI Holdings II, Inc. _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
HSI Holdings II, Inc.	Stakeholder, owns 100%

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 this Amendment 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):
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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 \$250, 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 Contract, 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.