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



Contract Number 22-355 A-1

SAP Number 4400019847

Arrowhead Regional Medical Center

Andrew Goldfrach **Department Contract Representative** (909) 580-6150 **Telephone Number** Mentor Worldwide LLC Contractor Steven Starling **Contractor Representative** (704) 431-2867 **Telephone Number** May 24, 2022 through May 23, **Contract Term** 2026 \$900,000 **Original Contract Amount Amendment Amount** \$0 \$900,000 **Total Contract Amount** 7421 **Cost Center Grant Number (if applicable)** N/A

Briefly describe the general nature of the contract:

Amendment No. 1 to Contract No. 22-355 with the Mentor Worldwide LLC, to extend the term of the contract for one additional year for a total contract term of May 24, 2022, through May 23, 2026, with no change to the contract amount.

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/App oved by Department
Charles Phan, Supervising Deputy County	<u> </u>	Andrew Goldfrach, ARM© Chief Executive Officer
Counsel		
Date 5/9/2025	Date	Date 5/13/2025
Date5/9/2025	Date	_ _{Date} 5/13/2025



AMENDMENT TO SINGLE SITE AGREEMENT

The Single Site Agreement between Mentor Worldwide LLC (the "Company") and San Bernardino County on behalf of Arrowhead Regional Medical Center (Mentor Account # 389263), (the "Customer") effective as of May 24, 2022 as amended, supplemented or modified from time to time (the "Agreement"), is hereby amended as provided below. All defined terms used but not defined in this amendment have the meaning given those terms in the Agreement.

The parties agree as follows:

- 1. <u>Term and Termination</u>. The End Date in Section 2.1 <u>Term and Termination</u> is extended through May 23, 2026.
- 2. The reference to "Johnson & Johnson Health Care Systems Inc." in the Company's signature line in the Agreement is revised to read as "Mentor Worldwide LLC".
- 3. <u>Effect of Amendment.</u> This amendment is effective as of May 20, 2025 (the "<u>Amendment Effective Date</u>"). Except as modified by this amendment, the Agreement remains in effect. This amendment is to be construed as part of the Agreement.
- 4. Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). Company has disclosed to the Customer using Attachment 1 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 12 months before the date this Amendment was approved by the San Bernardino County ("County") Board of Supervisors. Company acknowledges that under Government Code section 84308, Company 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 Amendment.

In the event of a further proposed amendment to the Agreement, the Company 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 Company or by a parent, subsidiary or otherwise related business entity of Company.

- 5. This Amendment No. 1 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.
- 6. Offer Expiration. Until fully executed, this amendment constitutes an offer that is valid until **May 21, 2025**. If there are any changes to this amendment or if the Customer does not sign it by that date, then the Company reserves the right to withdraw or modify this offer in its sole discretion. This amendment is not valid until all signatures required below have been made.

[SIGNATURE PAGE FOLLOWS]

The Company:

Mentor Worldwide LLC

Signed by:

Ву:

Vana Kandazzo —Nara Kandazzo

Title: Contract Manager, Commercial Operations

Date: 05/09/2025

The Customer:

San Bernardino County on behalf of Arrowhead Regional Medical Center

By:

Date:

Name: Dawn Rowe

Title: Chair, Board of

Supervisors

MAY 2 0 2025

SIGNED AND CERTIFIED THAT COPY OF THIS DOCUMENT HAS BEEN DEL VERED TO THE CHAIRMAN OF THE BOARD LYNNA MONECL COUNTY CIERRO THE BOARD STREET OF SAR BERNARD STREET OF SAR BERNARD

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ATTACHMENT 1 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-subsidiary 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

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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.

<u>Parent-Subsidiary Relationship:</u> 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. All references to "Contractor" on this Attachment refer to Company. If a question does not apply respond N/A or Not Applicable.

1.	Name of Contractor:Mentor_worldwide, LLC
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, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision:
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):
5.	Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1
	(see definitions above):

Company Name	Relationship
Johnson & Johnson	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Mentor Worldwide, LLC	Alenka Brzulja	

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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district.							
	Company Name	Subcontracto	r(s):	Principal and//or Agent(s):				
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 Nan	ne	Ind	ividual(s) Name				
0	Man a compaign contribution of	more than \$500	made to any memb	per of the San Bernardino				
Э.	 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.

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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.