

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



Contract Number

20-1052 A3

SAP Number

4400006010

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Intelligent Medical Objects, Inc.
Contractor Representative	Ajdin Camaga
Telephone Number	616-540-4672
Contract Term	February 21, 2018 through July 13, 2030
Original Contract Amount	\$782,450
Amendment Amount	\$478,658
Total Contract Amount	\$1,261,108
Cost Center	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

This Amendment No. 3 (Amendment) dated April 29, 2025 is made by and between Intelligent Medical Objects, Inc. (IMO), and San Bernardino County on behalf of Arrowhead Regional Medical Center (Client) and modifies the terms to agreement executed by and between the parties with an Effective Date of February 21, 2018 (Agreement).

- Delete Section 6(a) of the Agreement and replace with the following:
 - Term.* The term of the Agreement is from February 21, 2018 through July 13, 2030, unless terminated earlier as permitted herein.
- Pursuant to section 5 of the Sales Order, the parties agree to renew the Sales Order for five (5) additional one (1) year periods, each a "Renewal Term".
- Delete the first paragraph of the Sales Order and replace with the following:

The terms and conditions stated in this Sales Order, including the Terms and Conditions attached hereto (the "Terms"), are part of the IMO® Licensed Solutions Amended and Restated Terms and Conditions

incorporated by reference herein (the "**Agreement**"). Capitalized terms not defined in this Sales Order and the Terms will have the meaning attributed to them in the Agreement.

4. Section 4, Licensed Solutions and Pricing, of the Sales Order is amended to add the following:

Licensed Solutions and Services	Renewal Term	AVE	Fees
IMO Core	7/14/25 – 7/13/26	500,001 – 1,000,000 AVE	\$86,625.00
		Year 6 Total	<u>\$86,625.00</u>
IMO Core	7/14/26 – 7/13/27	500,001 – 1,000,000 AVE	\$90,956.25
		Year 7 Total	<u>\$90,956.25</u>
IMO Core	7/14/27 – 7/13/28	500,001 – 1,000,000 AVE	\$95,504.06
		Year 8 Total	<u>\$95,504.06</u>
IMO Core	7/14/28 – 7/13/29	500,001 – 1,000,000 AVE	\$100,279.27
		Year 9 Total	<u>\$100,279.27</u>
IMO Core	7/14/29 – 7/13/30	500,001 – 1,000,000 AVE	\$105,293.23
		Year 10 Total	<u>\$105,293.23</u>

5. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** IMO has disclosed to Client using Attachment C – 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 San Bernardino County (County) 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 County Board of Supervisors. IMO acknowledges that under California Government Code section 84308, IMO is prohibited from making campaign contributions of more than \$500 to any member of the County 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 amendments to the Agreement, IMO will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the County 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 IMO or by a parent, subsidiary or otherwise related business entity of IMO.

6. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.

7. **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.

8. **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

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 10 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



INTELLIGENT MEDICAL OBJECTS, INC.

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

By ► *Ann Barnes*

(Authorized signature - sign in blue ink)

Name Ann Barnes

(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: March 20, 2025

Address 9600 W. Bryn Mawr Ave Ste 100
Rosemont, IL 60018

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, Supervising Deputy County
Counsel

Date 5/20/2025

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Ann Barnes*

Date 5/22/2025



**ACKNOWLEDGEMENT
OF THIRD-PARTY COMPONENTS**

This Acknowledgement of Third-Party Components ("Acknowledgement") is incorporated as part of the Amendment #3 to the license agreement by and between San Bernardino County on behalf of Arrowhead Regional Medical Center ("Client") and Intelligent Medical Objects, Inc. ("IMO Health") executed dated April 8, 2025 (the "Agreement"). By signing below or by accessing or using the Licensed Solutions, Client (i) acknowledges that it has read and understood this Acknowledgement, (ii) represents and warrants that it has the right, power, and authority to execute this Acknowledgement, and (iii) accepts this Acknowledgement and agrees that it is legally bound by its terms.

A recent Update to Client's Licensed Solutions contains additional Third-Party Components. Third-Party Components will be provided under the applicable terms of the third-party supplier as set forth below. If applicable, royalty fees may also be due, as set forth in the third-party terms of use. Unless otherwise set forth in the applicable pass-through provisions, IMO Health grants to Client a non-exclusive, non-transferable sublicense to use the Third-Party Components for Client's internal business purposes solely in conjunction with the Licensed Solutions and in accordance with the license granted to IMO Health by the applicable Third-Party Content supplier. IMO Health makes no representations or warranties regarding third-party content. Client will abide by the provisions found at the link below for the use of third-party content, which may be updated from time to time. The following link contains the applicable third-party content terms of use:

A. <https://www.imohealth.com/cdt-3/> (Code on Dental Procedures and Nomenclature (CDT®)).

ACKNOWLEDGED & AGREED


By Client

By:

Name:

Title:

Date:



Dawn Rowe

Chair, Board of Supervisors

JUN 10 2025



ATTACHMENT A

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-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: Intelligent Medical Objects, 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: N/A _____

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

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (If less than 12 months prior)

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):

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

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.

CDT® CODES TERMS AND CONDITIONS ("CDT Terms")

Updated August 9, 2024

These Current Dental Terminology Content ("CDT") Terms govern Client's use of the American Dental Association ("ADA") CDT codes as implicated by the license agreement executed by Client and IMO Health ("License Agreement"). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the License Agreement.

1. END USER LICENSE GRANT

Client is hereby granted a non-exclusive, non-transferable right to use the CDT solely as part of the Service and solely for End User's internal business purposes.

"End User" as defined by the ADA means an individual licensed to use an IMO Health product solely for internal business purposes, and not for redistribution. An individual is an End User who:

- (a) directly accesses, uses, or manipulates CDT Code contained in an IMO Health product; or
- (b) in the case where CDT is embedded in an IMO Health product and not directly accessible, relies on embedded CDT Code to perform his or her intended function with the Service or its output, or makes use of an output of an IMO Health product that relies on or could not have been created without the CDT content, even though CDT content may not be visible or directly accessible.

This License grants End-Users the right:

- (a) to install and use the CDT on Client's computer system;
- (b) to retrieve CDT codes, descriptors and nomenclature via commands contained in the Integrated Service for the exclusive use of End-User;
- (c) to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Integrated Service;
- (d) to print limited portions of the CDT solely for the exclusive use of End User; and
- (e) to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of End User.

2. END USER LICENSE RESTRICTIONS

Client acknowledges and agrees that use of CDT by End Users is limited to within the United States, and the United States Territories.

Client agrees that except as expressly permitted in Section 1 of these CDT Terms, End Users may not and may not permit anyone else to:

- (a) copy the CDT
- (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT
- (c) remove any copyright or other proprietary notices, labels, or marks from the CDT or from output created by using the Service.
- (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as Output
- (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. End User shall take reasonable measures to maintain the security of the CDT.

The restriction set forth in section 2(b) shall not limit End User's right to add additional content to the Integrated Service ("End User Content"), provided: End User does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content, and End User's Output does not claim or otherwise imply that such End User Content is owned, created, approved or endorsed by ADA.

IN NO EVENT SHALL END USER USE THE INTEGRATED SERVICE FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE INTEGRATED SERVICE TO PROVIDE CONSULTING, TIMESHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY.

The foregoing restriction shall not be deemed to restrict the End User from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

Client acknowledges and agrees that the American Dental Association owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine-readable forms), all other rights of commercialization, rental or sale of the CDT or any part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. End user acquires no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to Client and End User herein this Agreement, all other rights in the CDT are owned and retained by ADA.

4. WARRANTY

EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE CDT.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.

6. INDEMNIFICATION

Client agrees to indemnify the ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from End User's use of the CDT, in breach of any of the terms of this Agreement, or End User's use of any data or documentation received from ADA, regardless of the form of action.

7. THIRD PARTY BENEFICIARY

The ADA is a direct and intended third party beneficiary of the End User License between IMO Health and Client; provided, however, ADA's rights as a third party beneficiary are limited solely to the End User's use of the CDT outside the scope of the End User License.

8. FEES, PAYMENTS AND REPORTS

The use of the CDT within the Service requires a CDT license for each End User from the ADA. Client shall report its number of End User and pay the current license fee for each End User to IMO Health annually. These fees paid will be passed on directly to the ADA from IMO Health.

- (a) Fees. License Fees: The license fee is four dollars and fifty-four cents (\$4.54) per End User per calendar year. License fees are set by the ADA and are subject to change upon (30) days written notice by IMO Health to Client. Such notice may be in the form of an invoice, or any other form of notice commonly used by IMO Health to communicate with Client.
- (b) Reports. Annual by the 15th of January of each calendar year, client will provide IMO Health with the number of End User as of December 31st of the previous calendar year.
- (c) Payments. IMO Health will invoice customer and customer will pay IMO Health immediately for the number of End Users multiplied by the then current license fee.

9. DISTRIBUTOR REQUIREMENTS

In addition, to the CDT Terms contained herein. IMO Health Clients who distribute IMO Health product(s) that contain CDT are required to:

- (a) Ensure their Customers have agreed to and comply with these CDT Terms
- (b) Report on their Customer's End-Users: IMO Health clients are required to provide the following information on each of Client's customers who license an IMO Health Product that contains CDT annually by the 15th of January of each calendar year:
 - Client customer name, address, city, state, and zip code.
 - Provide the number of Users as defined above by the ADA as of December 31 of the previous year.
 - Any additional information as required by IMO Health or the ADA.

Pay Fees: See above, section 8(a).