

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



**Contract Number**

21-915 A-3

**SAP Number**

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	<u>Andrew Goldfrach</u>
<b>Telephone Number</b>	<u>(909) 580-6150</u>
<b>Contractor</b>	<u>Vizient, Inc.</u>
<b>Contractor Representative</b>	<u>Lara Ewoniuk</u>
<b>Telephone Number</b>	<u>(760) 978-7609</u>
<b>Contract Term</b>	<u>January 1, 2022 through December 31, 2026</u>
<b>Original Contract Amount</b>	<u>NTE \$1,029,265</u>
<b>Amendment Amount</b>	<u>NTE \$420,494</u>
<b>Total Contract Amount</b>	<u>NTE \$1,449,759</u>
<b>Cost Center</b>	<u>9184004200</u>
<b>Grant Number (if applicable)</b>	<u></u>

### AMENDMENT NO. 3

WHEREAS, San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and Vizient, Inc. ("Vizient") entered into a Master Services Agreement ("Agreement"), fully executed on December 7, 2021; and

WHEREAS, under the Agreement, Vizient will issue a Statement of Work or order form containing relevant terms and provisions, which are fully incorporated into the Agreement as an attachment to the Agreement, and made a part thereof.

WHEREAS, the County and Vizient desire to enter into a Statement of Work for the provision of eCommerce exchange services, transaction management services, Vizient catalog services, and attach said the Statements of Work for such services to the Agreement to make it a part of the Agreement pursuant to Section 1 of the Agreement; and

NOW THEREFORE, effective as of September 1, 2024, the parties agree as follows:

1. The eCommerce Exchange Services Statement of Work, attached hereto, is fully incorporated into the

Agreement, as Attachment No. 3 to the Agreement, and made a part thereof.

2. The Transaction Management Services Statement of Work, attached hereto, is fully incorporated into the Agreement, as Attachment No. 4 to the Agreement, and made a part thereof.
3. The Vizient Catalog Services Statement of Work, attached hereto, is fully incorporated into the Agreement, as Attachment No. 5 to the Agreement, and made a part thereof.
4. The Interim Director of Supply Chain Statement of Work, attached hereto, is fully incorporated into the Agreement, as Attachment 6 to the Agreement, and made a part thereof.
5. All other terms and conditions of the Agreement shall remain in full force and effect.
6. Vizient has disclosed to the County using Schedule 1 - 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 12 months before the date this Amendment was approved by the Board of Supervisors. Vizient acknowledges that under Government Code section 84308, Vizient 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.

In the event of a further proposed amendment to the Agreement, Vizient will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 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 Vizient or by a parent, subsidiary or otherwise related business entity of Vizient.

7. This Amendment No. 3 and any related Statement of Work 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 document. The parties shall be entitled to sign and transmit an electronic signature of this Amendment and any Statement of Work (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein.

**[SIGNATURE PAGE FOLLOWS]**

San Bernardino County on behalf of Arrowhead  
Regional Medical Center



\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
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  
San Bernardino County

By \_\_\_\_\_  
Deputy

Vizient, Inc.

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

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

\_\_\_\_\_  
Charles Phan, Supervising Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

\_\_\_\_\_  
Andrew Goldfrach, ARMC Chief Executive Officer

Date \_\_\_\_\_



## SCHEDULE 1

# 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. All references to "Contractor" on this Schedule refer to Vizient. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Vizient, 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): N/A

Company Name	Relationship

6. Name of agent(s) of Contractor: N/A

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. N/A

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: N/A

Company Name	Individual(s) Name

--	--

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 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 \$250 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.