



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).

1. Delete Section 6(a) of the Agreement are and replace with the following:
 - (a) *Term.* The term of the Agreement is from February 21, 2018 through July 13, 2030, unless terminated earlier as permitted herein.
2. 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".
3. 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

executed by Intelligent Medical Objects, Inc. (“**IMO**”) dated October 27, 2020, the terms of which are 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
		<u>Year 6 Total</u>	<u>\$86,625.00</u>
IMO Core	7/14/26 – 7/13/27	500,001 – 1,000,000 AVE	\$90,956.25
		<u>Year 7 Total</u>	<u>\$90,956.25</u>
IMO Core	7/14/27 – 7/13/28	500,001 – 1,000,000 AVE	\$95,504.06
		<u>Year 8 Total</u>	<u>\$95,504.06</u>
IMO Core	7/14/28 – 7/13/29	500,001 – 1,000,000 AVE	\$100,279.27
		<u>Year 9 Total</u>	<u>\$100,279.27</u>
IMO Core	7/14/29 – 7/13/30	500,001 – 1,000,000 AVE	\$105,293.23
		<u>Year 10 Total</u>	<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, 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

INTELLIGENT MEDICAL OBJECTS, INC.

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

By ► _____
(Authorized signature - sign in blue ink)

Name Ann Barnes

(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

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

**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: _____



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.