

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



**Contract Number**

20-601 A-3

**SAP Number**

4400015004

## Arrowhead Regional Medical Center

**Department Contract Representative  
Telephone Number**

Andrew Goldfrach  
(909) 580-6150

**Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center  
Grant Number (if applicable)**

UKG Kronos Systems, LLC  
Lynn Kennedy  
(303) 319-8586  
July 29, 2020 through July 28, 2027  
\$3,178,074  
\$820,145  
\$3,998,219 plus applicable taxes  
4186504200  
N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

### **AMENDMENT NO. 3:**

It is hereby agreed to amend Contract No. 20-601, as follows:

This Amendment No. 3 (this "Amendment"), entered into the date fully executed, is made by and between Ultimate Kronos Group ("UKG") and San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center and modifies the terms of the agreement ("Contract") executed between Kronos Incorporated and the County as of July 29, 2020, as previously amended on July 23, 2024, as follows:

1. All references to "County of San Bernardino" in the Contract are amended to read as "San Bernardino County".
2. All references to "Kronos Incorporated" in the Contract are amended to read as "UKG Kronos Systems, LLC".
3. Section D. of the Contract is deleted in its entirety and replaced with the following:

### **D. TERM OF CONTRACT**

This Contract is effective as of July 29, 2020 and expires July 28, 2027 but may be terminated earlier in accordance with provisions of this Contract

4. Section F.1 of the Contract deleted in its entirety and replaced with the following:

**F.1** The maximum amount of payment under this Contract shall not exceed Three Million Nine Hundred Ninety-Eight Thousand and Two Hundred Ninety Dollars (US \$3,998,219). The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, excluding travel and per diem.

5. Add Attachment A-1, Quote No. Q-319048, as attached hereto and incorporated herein.

6. Add Attachment A-2 Support Services Quote, as attached hereto and incorporated herein.

7. **Full Force and Effect.** All other terms and condition of the Contract remain in full force and effect.

8. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract.

### **SECTION C. GENERAL CONTRACT REQUIREMENTS**

#### **Levine Act - Campaign Contribution Disclosure (SB 1439) (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment C – Levine Act – Campaign Contributions (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 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 Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor 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 Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**All other terms and conditions of Contract No. 20-601 remain in full force and effect.**

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.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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 Modell  
Lynna Modell  
Clerk of the Board of Supervisors  
San Bernardino County

By



UKG KRONOS SYSTEMS LLC

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

By Kathleen Whitman  
(Print or type name of person signing contract)

Name Kathleen Whitman  
(Print or type name of person signing contract)

Title Dir, Contract Renewal Operat  
(Print or Type)

Dated: 05/12/2025

Address 900 Chelmsford Street  
Lowell, MA 01851

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 5/22/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Andrew Goldfrach  
Andrew Goldfrach, ARMC Chief Executive Officer

Date 5/22/2025

## ATTACHMENT A-1

Quote No. Q-319048

Quote#: Q-319048  
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### RENEWAL ORDER FORM

Quote#: Q-319048

Date: 25 Feb, 2025

**Customer Legal Name:**  
SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD  
REGIONAL MEDICAL CENTER

**Ship To:** SAN BERNARDINO COUNTY ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL CENTER  
400 N PEPPER  
COLTON, CA 92324 USA

**Customer Legal Address:**  
400 N PEPPER, COLTON, CA 92324 USA

**Bill To:** SAN BERNARDINO COUNTY ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL CENTER  
400 N PEPPER  
COLTON, CA 92324 USA

**Bill To Contact:**

**Payment Terms:** Net 30 Days  
**Customer PO Number:**  
**Renewal Term:** 12 months  
**Billing Frequency:** Monthly  
**Billing Type:** Advance

**Currency:** USD  
**Solution ID:** 6046484

#### Order Notes:

By signing this Order Form, Customer is agreeing to remove:  
UKG PRO WORKFORCE MANAGEMENT HEALTHCARE PRODUCTIVITY from 4,787 to 0

This Order is subject to the terms and conditions of the Workforce Dimension Agreement between UKG Kronos Systems LLC, a UKG company and Customer dated 07/28/2020 (the "Agreement").

#### Contract Summary

**Contract Period Start Date:** 11/2/2025 12:00:00 AM

**Contract Period End Date:** 7/28/2027 12:00:00 AM

**Total Price:** USD 783,423.64

Product Name	Duration	Quantity	Monthly Total	Total Price
UKG PRO TIMEKEEPING HOURLY	20	4,583	USD 25,199.53	USD 526,359.58

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

**Annualized Contract Value: USD 449,845.44**

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

Application

Quote#: Q-319048  
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UKG PRO TIMEKEEPING SALARIED	20	204	USD 562.22	USD 11,743.55
UKG PRO ABSENCE	20	3,704	USD 5,123.37	USD 107,015.33
UKG PRO ADVANCED SCHEDULING	20	4,787	USD 6,621.38	USD 138,305.18
UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM	20	4,787	USD 0.00	USD 0.00
Total Price				USD 783,423.64

ATTACHMENT A-2

Support Services Quote



Support Services Quote  
Page 1 of 2

		Quote Type:	Reinstatement
		Customer:	SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER
		Solution ID:	6046484
Payment Terms:	Net 30 Days	Contract #:	1215997 X14-FEB-25
Currency:	USD	Date:	14-FEB-2025
Customer PO Number:		Prepared by:	Jessica Tuinila / US Healthcare1
Bill To:		Ship To:	
SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER COLTON CA 92324 UNITED STATES		SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER COLTON CA 92324 UNITED STATES	
Contact:	JASON SHAW		
Email:	shawjas@armc.sbcounty.gov		

CONTRACT SUMMARY

Contract Period: 05-NOV-2024 - 28-JUL-2027

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	36,720.60	0.00	36,720.60
Total	36,720.60	0.00	36,720.60

Annualized Contract Value: 21,591.05  
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.



UKG Kronos Systems LLC 900 Chelmsford Street Lowell, MA 01851

Quote Type: Reinstatement

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Customer:** SAN BERNARDINO COUNTY ON BEHALF  
 OF ARROWHEAD REGIONAL MEDICAL  
 CENTER  
**Solution ID:** 6046484  
**Contract #:** 1215997 X14-FEB-25  
**Date:**  
**Prepared by:** Jessica Tuinila / US Healthcare1

**Bill To:**

SAN BERNARDINO COUNTY ON BEHALF OF  
 ARROWHEAD REGIONAL MEDICAL CENTER  
 400 N PEPPER  
 COLTON CA 92324  
 UNITED STATES

**Contact:**

DEFAULT EMAIL2 CONTACT

**Email:** accountspayable@armc.sbcounty.gov

**Ship To:**

SAN BERNARDINO COUNTY ON BEHALF OF  
 ARROWHEAD REGIONAL MEDICAL CENTER  
 400 N PEPPER  
 COLTON CA 92324  
 UNITED STATES

## EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	43	05-NOV-2025	28-JUL-2026	266
2	Depot Exchange	Options: InTouch	38	05-NOV-2025	28-JUL-2026	266
3	Depot Exchange	Data Collection: InTouch	43	29-JUL-2026	28-JUL-2027	365
4	Depot Exchange	Options: InTouch	38	29-JUL-2026	28-JUL-2027	365
				Support Services	Estimated Tax	Subtotal
Equipment Support Services				36,720.60	0.00	36,720.60



## **ATTACHMENT C**

### **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: UKG Kronos Systems, 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 ☒X
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: Elizabeth McCarron (President)
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
Kronos Acquisition LLC	100% owner

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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 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 \$500 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.