

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



**Contract Number**  
19-721 A-5

**SAP Number**  
4400012961

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Experian Health Inc.
<b>Contractor Representative</b>	Jacqueline Gantes
<b>Telephone Number</b>	(949) 842-1742
<b>Contract Term</b>	November 5, 2019 through May 4, 2025
<b>Original Contract Amount</b>	\$3,009,777
<b>Amendment Amount</b>	NA
<b>Total Contract Amount</b>	\$3,009,777
<b>Cost Center</b>	8530
<b>Grant Number (if applicable)</b>	

**Briefly describe the general nature of the contract:** Amendment No. 5 to Agreement No. 19-721 with Experian Health, Inc. extends the term of the Agreement for an additional six months for a total contract period of November 5, 2019 through May 4, 2025.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Charles Phan for Bonnie Uphold, Supervising  
Deputy County Counsel

Date 9/26/2024

Reviewed for Contract Compliance


▶

Date

Reviewed/Approved by Department

▶   
Andrew Goldfrach, ARMC Chief Executive Officer

Date 10/10/2024

Supplier	Customer	
Experian Health, Inc. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	San Bernardino County on behalf of Arrowhead Regional Medical Center 400 N. Pepper Ave Colton, CA 92324	

## Amendment to Extend

This Amendment to Extend ("Amendment") shall be made a part of the Amended and Restated Master Customer Agreement dated November 5, 2019, including any schedules, addenda and amendments thereto, ("Agreement") between Experian Health, Inc. ("Experian Health") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer," and together with Experian Health, the "Parties"). This Amendment is subject to the Agreement and the Terms and Conditions which are hereby incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement. This Amendment shall be effective as of the date of signature by Experian Health ("Amendment Effective Date").

**SCOPE CHANGES.** Customer requests for changes to an existing Product may result in modifications to scope of service. The Experian Health team will review requested changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order process, as described herein. If Customer request is out of scope of the current version/configuration of the Product, and Experian Health determines, in its sole discretion, that the work is feasible Experian Health will prepare a Change Order proposal with appropriate costs. The Change Order proposal shall document any Customer-requested customization or deviation from a best practice workflow and will include all associated fees. Prior to the commencement of any work, Customer must agree to a Change Order document in writing, which will include all fees and the proposed timeline based on the requested changes.

**TERM OF AGREEMENT AND RENEWAL.** Experian Health reserves the right to rescind the fee structure and terms if this Amendment is not executed within 45 days of the date this Amendment was submitted to Customer. The Agreement, as amended by this Amendment, shall continue through May 4, 2025 ("Initial Term"). The Agreement may be terminated by either Party effective at the end of the Initial Term or at the end of any Renewal Term (if applicable) with a 60-day written termination notice. This Term of Agreement and Renewal provision shall replace and supersede any term, renewal and termination provision previously negotiated between the Parties with the exception of any Termination for Cause provision.

**CAMPAIGN CONTRIBUTION DISCLOSURE (SB1439).** Experian Health has disclosed to Customer using Attachment 1 – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 earlier of: (1) the date of the submission of Experian Health's proposal to the County, or (2) 12 months before the date this Amendment was approved by the County Board of Supervisors. Experian Health acknowledges that under California Government Code section 84308, Experian Health is prohibited from making campaign contributions of more than \$250 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. Campaign contributions include those made by any agent/person/entity on behalf of Experian Health or by a parent, subsidiary or otherwise related business entity of Experian Health.

Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment control. Except as specifically modified by the terms of this Amendment, all of the Agreement remains 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 agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail 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,** an authorized representative of each of the Parties has executed this Amendment as of the dates written below.

**EXPERIAN HEALTH, INC.**

**SAN BERNARDINO COUNTY ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL CENTER**

Signed By: Jeff Corley  
Jeff Corley (Sep 25, 2024 09:56 CDT)

Signed By: 

Print Name: Jeff Corley

Print Name: Dawn Rowe  
Chair, Board of Supervisors

Title: Senior Director - Operations

Title: \_\_\_\_\_

Date: 9/18/2024

Date: OCT 22 2024

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  
 of the County of San Bernardino

By   
Deputy





# Attachment 1 Campaign Contribution Disclosure (Senate Bill 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-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 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: Experian Health
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?  Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5.  No <input checked="" type="checkbox"/>
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter <u>and</u> has a financial interest in the decision:  <div style="text-align: center; font-size: 24px; font-weight: bold;">NA</div>
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): Experian Health is publicly traded.  <div style="text-align: center; font-size: 24px; font-weight: bold;">Experian Health is publicly traded</div>

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Experian Holdings	Experian Health, Inc. is a wholly owned subsidiary of Experian Holdings, Inc. In turn, Experian Holdings is a part of Experian North America which rolls up to Experian, plc which is publicly traded on the London Stock Exchange under the ticker symbol EXPN. Experian Health does not have client investors.

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Experian Holdings	NA	NA
NA	NA	NA

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):
NA	NA	NA
NA	NA	NA

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
NA	NA
NA	NA

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: NA Name of Contributor:

NA

Date(s) of Contribution(s): NA

Amount(s): 0

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 below, 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 this matter is pending and for 12 months after a final decision is made by the County.

Jeff Corley

Signature

Jeff Corley

Print Name

9/19/2024

Date

Experian Health, Inc.

Print Entity Name, if applicable