



**Contract Number**

22-1098 A-3

**SAP Number**

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Optimum Healthcare IT, LLC
<b>Contractor Representative</b>	Lydia Veal
<b>Telephone Number</b>	(904) 373-0831
<b>Contract Term</b>	December 1, 2022 through November 30, 2027
<b>Original Contract Amount</b>	Aggregate NTE \$24,311,828
<b>Amendment Amount</b>	Aggregate NTE \$10,000,000
<b>Total Contract Amount</b>	Aggregate NTE \$34,311,828
<b>Cost Center</b>	8483
<b>Grant Number (if applicable)</b>	

### AMENDMENT NO. 3

This Amendment No. 3 (this "Amendment"), effective as of the date of full execution, is made by and between Optimum Healthcare IT, LLC ("Consultant") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and modifies the terms of the Agreement between the parties with the effective date of December 1, 2022 ("Contract"), as follows:

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

- F.1** The maximum amount of payments under this Contract shall not exceed an aggregate maximum of \$34,311,828, divided among several agreements between the County and various vendors for the Services. This Contract is only one of several agreements to which this aggregate maximum contract amount applies. It is, therefore, understood by Consultant that the payment to Consultant may be only a fraction of this aggregate maximum in accordance with any applicable SOW and the fee schedule in Attachment A. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation.

In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

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

Optimum Healthcare IT, LLC

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

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

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

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name Lydia Veal  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title CFO/COO  
*(Print or Type)*

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

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

Address 1300 Marsh Landing Parking, Ste 105  
Jacksonville Beach, FL 32250

**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 \_\_\_\_\_