



Contract Number

22-1098 A-2

SAP Number

4400021060

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Optimum Healthcare IT, LLC
Contractor Representative	Lydia Veal
Telephone Number	(904) 373-0831
Contract Term	December 1, 2022 through November 30, 2027
Original Contract Amount	Aggregate NTE \$18,000,000
Amendment Amount	Aggregate NTE \$6,311,828
Total Contract Amount	Aggregate NTE \$24,311,828
Cost Center	8483
Grant Number (if applicable)	

AMENDMENT NO. 2

This Amendment No. 2 (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 \$24,311,828, 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.)

▶

By ▶

(Authorized signature - sign in blue ink)

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

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

Title CFO/COO
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

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

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶

Charles Phan, Supervising Deputy County
Counsel

▶

Date _____

▶

Andrew Goldfrach, ARMC Chief Executive Officer

Date _____

Date _____