

**AMENDMENT #1**  
**TO CONTRACT NUMBER 20-875**  
**DATED SEPTEMBER 15, 2020**

This **AMENDMENT #1** to Contract Number 20-875 effective September 15, 2020 (the "Contract") between **SOFT COMPUTER CONSULTANTS, INC. d/b/a SCC SOFT COMPUTER** ("SCC" or "Contractor"), a New York corporation having a principal place of business at 5400 Tech Data Drive, Clearwater, Florida 33760, and San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center doing business at 400 North Pepper Ave. Colton, CA 92324, is entered into by the parties hereto as of the last date signed below (the "Effective Date").

**WHEREAS**, the parties desire to amend the Contract to reflect the parties desire to extend the Term of Contract as set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

Except for the terms that have expired or are deleted and/or modified herein, all terms of the Contract shall remain in full force and effect. Unless otherwise defined, all capitalized terms shall have the meanings ascribed to them in the Contract.

1. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".
2. Page 18 of 44, Section D, "Term of Contract" is deleted in its entirety and replaced with the following:

**D. TERM OF CONTRACT**

This Contract is effective as of January 1, 2021, and expires December 31, 2030, but may be terminated earlier in accordance with the provisions of this Contract.

3. Page 19 of 44, Section F.1 is deleted in its entirety and replaced with the following:

F.1 The maximum amount of payment under this Contract shall not exceed \$965,785.39, of which \$965,785.39 may be federally funded, and shall be subject to availability of other funds to the County. 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, including travel and per diem.

4. Add a new Section C.46, as follows

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

5. Add a new Section C.47 as follows

**C.47 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law

(<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

6. Add a new Section C.48, as follows

**C.48 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment A - 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 Board of Supervisors or other County elected officer 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 Board of Supervisors. 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 other County elected officer for 12 months after the County's consideration of the Contract. In the event of a further 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.

7. Add to the Contract Attachment E-1, **ARMC Software and Hardware Maintenance 2026-2030**, as attached hereto and incorporated herein.
8. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
9. **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.
10. **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 BERNADINO COUNTY**

By: \_\_\_\_\_

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

**SCC SOFT COMPUTER**

Signed by:

By: Ellie Vahman

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Name: Ellie Vahman

Title: Executive VP of Sales & Marketing

Date: 07/29/2025

**Attachment E-1**

**(Quote: ARMC-00627-1)**



5400 Tech Data Drive \* Clearwater, Florida 33760

Phone (727) 789-0100

QUOTE #: ARMCQ00627-1

03/14/2025

US Dollars

Jessamine Dungo - Supervising Clinical Lab Scientist

Arrowhead Regional Medical Center

400 N. Pepper Ave.

Colton, CA 92324

Dear Jessamine,

Please find the following quote per your request.

Service Items			
Description	Qty/Hrs	Unit Price	Total Price
Annual Software Maintenance [01/01/2026-12/31/2026]	12.00	\$5,492.61	\$65,911.32
Annual Hardware Maintenance [01/01/2026-12/31/2026]	12.00	\$128.27	\$1,539.24
Software and Hardware Increase 5% [01/01/2026-12/31/2026]	12.00	\$281.04	\$3,372.48
Annual Software Maintenance [01/01/2027-12/31/2027]	12.00	\$5,767.24	\$69,206.88
Annual Hardware Maintenance [01/01/2027-12/31/2027]	12.00	\$134.68	\$1,616.16
Software and Hardware Increase 5% [01/01/2027-12/31/2027]	12.00	\$295.10	\$3,541.20
Annual Software Maintenance [01/01/2028-12/31/2028]	12.00	\$6,055.60	\$72,667.20
Annual Hardware Maintenance [01/01/2028-12/31/2028]	12.00	\$141.42	\$1,697.04
Software and Hardware Increase 5% [01/01/2028-12/31/2028]	12.00	\$309.85	\$3,718.20
Annual Software Maintenance [01/01/2029-12/31/2029]	12.00	\$6,358.38	\$76,300.56
Annual Hardware Maintenance [01/01/2029-12/31/2029]	12.00	\$148.49	\$1,781.88
Software and Hardware Increase 5% [01/01/2029-12/31/2029]	12.00	\$325.34	\$3,904.08
Annual Software Maintenance [01/01/2030-12/31/2030]	12.00	\$6,676.30	\$80,115.60
Annual Hardware Maintenance [01/01/2030-12/31/2030]	12.00	\$155.91	\$1,870.92
Software and Hardware Increase 5% [01/01/2030-12/31/2030]	12.00	\$341.61	\$4,099.32
SubTotal:			\$391,342.08

Summary:

Subtotal:	\$391,342.08
Applicable Taxes:	N/A
Shipping and Handling Fees:	N/A
Total Cost:	\$391,342.08

\* NOTE FOR TAXES:

The above listed TAX Charges (if applicable) are subject to change based on the applicable State Laws. Provided numbers are estimates and subject to change based on the Applicable Taxes as required by any applicable state law. Final numbers for taxes will be provided upon request for final quote/quote execution.

\*Notes:

1. Maintenance prices quoted are based on system component descriptions, quantities, and unit prices in place as of the end of the prior 5-year SaaS term. If client decides to adjust the covered maintenance components included in the system, these quoted prices shall be subject to change.
2. Maintenance unit prices for each system component are subject annually to a unit price increase based on +5%.

This Quote is in compliance and Pursuant to terms and conditions of the Agreement dated 09/15/2020



## **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: Soft Computer Consultants, Inc. d/b/a SCC Soft Computer
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? NO  

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:  
  
Gilbert Hakim – CEO
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):  
  
50% Gilbert Hakim, 45% Jean F. Hakim Irrevocable Family Trust of 2007 u/t/a September 14, 2007, and 5% Irene Hakim
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above): N/A

Company Name	Relationship

6. Name of agent(s) of Contractor: N/A

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. N/A

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: **N/A**

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. **NO**

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.