



Contract Number

22-1098 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert, Director</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Optimum Healthcare IT, LLC</u>
Contractor Representative	<u>Lydia Veal</u>
Telephone Number	<u>(904)373-0831</u>
Contract Term	<u>December 1, 2022 through November 30, 2027</u>
Original Contract Amount	<u>Aggregate NTE \$10,000,000</u>
Amendment Amount	<u>Aggregate NTE \$8,000,000</u>
Total Contract Amount	<u>Aggregate NTE \$18,000,000</u>
Cost Center	<u>8483</u>

AMENDMENT NO. 1

This Amendment No. 1 (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. The reference to "Optimum Healthcare HIT, LLC" in the third recital paragraph of the Contract is deleted and replaced with "Optimum Healthcare IT, LLC."
2. 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 \$18,000,000, 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).

3. Section C.50 is added to the Contract as follows:

C.50 Political Contributions

Consultant has disclosed to the County using Attachment F, whether it has made any campaign contributions of more than \$250 to any member of the 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 Consultant's proposal to the County, or (2) 12 months before the date this Contract/Amendment was approved by the Board of Supervisors. Consultant acknowledges that under Government Code section 84308, Consultant is prohibited from making campaign contributions of more than \$250 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 Consultant will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 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 Consultant or by a parent, subsidiary or otherwise related business entity of Consultant.

4. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
5. **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.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY

►

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Optimum Healthcare IT LLC

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

By ► _____
(Authorized signature - sign in blue ink)

Lydia Veal

Name _____
(Print or type name of person signing contract)

Title COO

(Print or Type)

Dated: 7/27/2023

Address 1300 Marsh Landing Parkway Suite
111

Jacksonville Beach, FL 32250

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Charles Phan, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
William L. Gilbert, Director
Date _____



ATTACHMENT F

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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. All references to "Contractor" in this Attachment refer to Consultant. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

3. Name of agent of Contractor:

Company Name	Agent(s)

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

5. 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):

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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

8. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

9. 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. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while the Amendment is being considered and for 12 months after a final decision by the County.