

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



Contract Number
22-1020 A2

SAP Number
4400021514

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	909-580-6150
Contractor	DMS Imaging Inc. dba DMS Health Technologies
Contractor Representative	Scott Ronk
Telephone Number	360-319-1712
Contract Term	June 12, 2023 through October 11, 2024
Original Contract Amount	\$377,400
Amendment Amount	\$78,150
Total Contract Amount	\$455,550
Cost Center	7600

Briefly describe the general nature of the contract: Amendment No. 2 to Asset Lease Agreement No. 22-1020 with DMS Imaging Inc. dba DMS Health Technologies increases the contract amount by \$78,150 from \$377,400 to \$455,550, and extends the term of the lease through October 11, 2024 for a total term of June 12, 2023 through October 11, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 5/15/2024

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMQ Chief Executive Officer

Date 5/15/24



AMENDMENT 2
ASSET LEASE AGREEMENT #062422A
BETWEEN
San Bernardino County
AND
DMS HEALTH TECHNOLOGIES

This Amendment 2 is dated as of the date fully executed between DMS Imaging, Inc., d/b/a DMS Health Technologies ("DMS"), having its registered office at 728 East Beaton Drive, Suite 101, West Fargo, ND 58078, and San Bernardino County on behalf of Arrowhead Regional Medical Center ("HCF"), having its registered office and principal place of business at 400 N. Pepper Ave. Colton, CA 92324. Except as otherwise indicated, all terms defined in the Agreement shall have the same meanings when used in this Amendment 2.

RECITALS

WHEREAS HCF and DMS have entered into that certain Agreement dated September 20, 2022; and WHEREAS, HCF and DMS desire to amend the Agreement to change the Asset Lease Agreement. NOW, therefore, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. The term of the Agreement is hereby extended through October 11, 2024.
2. The "Rent" section of the Agreement is hereby deleted in its entirety and replaced with the following:

Rent: HCF agrees to pay twenty-eight thousand dollars (**\$28,000.00**) per month beginning on June 12, 2023. HCF agrees to pay twenty-six thousand fifty dollars (**\$26,050.00**) per month from July 11, 2023, through October 11, 2024. All lease payments are to be made in advance of the month or lease period, with the delivery transport and first month's rent due upon execution of the Agreement for terms eight (8) weeks or longer. For terms less than eight (8) weeks the total rental balance is due upon execution of the Agreement.

3. The amendments made to the Agreement by this Amendment 2 shall be effective as of the date of this Amendment 2. Except as amended by Amendment 2 and as specifically stated in this Amendment 2, the Agreement is not modified, revoked, or superseded and remains in full force and effect.
4. DMS has disclosed to HCF using Schedule 1 - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, 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 12 months before the date this Amendment was approved by the County Board of Supervisors. DMS acknowledges that under California Government Code section 84308, DMS is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment. In the event of a further proposed amendment to the Agreement, DMS 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 DMS or by a parent, subsidiary or otherwise related business entity of DMS.
5. 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 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.





Accepted and agreed by:

Lessor:
DMS Imaging, Inc.,
d/b/a DMS Health Technologies
728 East Beaton Drive, Suite 101
West Fargo, ND 58078

By: Larry Gabbert
Larry Gabbert (May 9, 2024 13:09 CDT)
Print: Larry Gabbert
Title: CFO
Date: May 9, 2024

Lessee:
San Bernardino County
400 N Pepper Ave.
Colton, CA 92324

By: Dawn Rowe
Print: Dawn Rowe
Title: Chair, Board of Supervisors
Date: JUN 11 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 [Signature]
Deputy





SCHEDULE 1

**Campaign Contribution Disclosure
(SB 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-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" on this Schedule 1 refer to DMS. If a question does not apply respond N/A or Not Applicable.



1. Name of Contractor: DMS Imaging, Inc. dba DMS Health Technologies, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

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: Patrick Doyle
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):

Patrick Doyle

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

Company Name	Relationship
Knob Creek Acquisition Corp	Parent Company of entity list in No. 1

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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):
N/A		



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
N/A	

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: _____

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 \$250 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.