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



## **Contract Number**

22-1099 A-2

**SAP Number** 44001061

## **Arrowhead Regional Medical Center**

<b>Department Contract Representative</b>	Andrew Goldfrach	
Telephone Number	(909) 580-6150	
Contractor	314e Corporation	
Contractor Representative	Alok Sharma	
Telephone Number	(646) 639-1035	
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 314e Corporation ("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	314E Corporation
Dawn Rowe, Chair, Board of Supervisors	(Print or type name of corporation, company, contractor, etc.)  By Hok Sharma
Dated: DEC 1.7 2024 SIGNED AND CERTIFIED THAT A COPY OF THIS	Name Alok Sharma (Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD & SUPERIOR	Title COO
Lynna Monell Clerk of the Board of Supervisors	(Print or Type)
By San Bernardino Colunty	Dated: 11/12/2024
Deputy	Address 6701 Koll Center Pkwy #340
COUNTY OF THE PARTY OF THE PART	Pleasanton, CA 94566
ARDINO	

FOR COUNTY USE ONLY		1
Approved as Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
	<b>&gt;</b>	► Kn Grapion
Charles Phan, Supervising Deputy County		Andrew Goldfrach, ARMC Chief Executive Officer
Counsel		
Date11/18/2024	Date	Date _12/5/24