

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



Contract Number

22-1098 A-2

SAP Number

4400021060

Arrowhead Regional Medical Center

Department Contract Representative Telephone Number Andrew Goldfrach
(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

► *Dawn Rowe*
 Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 17 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



Optimum Healthcare IT, LLC

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

DocuSigned by:
 By ► *Lydia Veal*
 (Authorized signature - sign in blue ink)

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

Title CFO/COO
(Print or Type)

Dated: 11/16/2024

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

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► *Charles Phan*
 Charles Phan, Supervising Deputy County Counsel
 Date 11/18/2024

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► *Andrew Goldfrach*
 Andrew Goldfrach, ARMC Chief Executive Officer
 Date 12/5/24