

## **MEMORANDUM OF UNDERSTANDING**

### **AMENDMENT NO.1**

It is hereby agreed to amend Contract No. 25-92 effective September 23, 2025 as follows:

#### **4. BILLING ARRANGEMENTS**

Paragraph is amended to read as follows:

4. Reserved.

#### **10. MISCELLANEOUS SECTION K. NO VIOLATION**

**Paragraph 10. K. is amended to read as follows:**

K. No Violation Neither party shall be deemed to be in violation of this MOU if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation, flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, regulation, rule or action of any applicable governmental entity. The Parties shall at all times during the Term of the Agreement comply with and observe all applicable local, state and federal laws, rules and regulations that in any way apply to its business, and the Parties agree that they will not violate the Anti-Kickback Statute and the Stark Law.

#### **11. INDEMNIFICATION AND INSURANCE REQUIREMENTS SECTION I. INSURANCE SPECIFICATIONS**

**Paragraph 11. I. 3 is amended to read as follows:**

3. Reserved.

**Paragraph 11 I. 5 is amended to read as follows:**

5. Reserved.

**Paragraph 11. I. 6 is amended to read as follows:**

6. Reserved.

**All other terms and conditions of Contract No. 25-92 remain in full force and effect.**

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 Agreement upon request.

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  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

MONTCLAIR HOSPITAL MEDICAL CENTER

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

By

►

\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name

Gail Aviado, MSN, RN

*(Print or type name of person signing contract)*

Title

Chief Executive Officer

*(Print or Type)*

Dated: \_\_\_\_\_

Address

5000 San Bernardino St.  
Montclair, CA 91763

## **EXHIBIT A**

### **Designated Representatives**

#### **Designated Representative for Hospital**

**Name:** Gail Aviado, MSN, RN

**Title:** Chief Executive Officer

**Address:** Montclair Hospital Medical Center  
5000 San Bernardino St.  
Montclair, CA 91763

**Telephone:** (909) 625-8192

**Emergency Telephone:** (909) 625-8251

**E-mail:** gaviado@primehealthcare.com

#### **Designated Representative for FQHC**

**Name:** Melanie Bird-Livingston

**Title:** Public Health Division Chief

**Address:** Public Health Administration  
451 E. Vanderbilt Way Suite 200  
San Bernardino, CA 92408

**Telephone:** (909) 387-6461

**Cell Phone:** (909) 771-4223

**E-mail:** Melanie.Bird-Livingston@dph.sbcounty.gov