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**Contract Number**

19-398 A-1

**SAP Number**

44700011657

**Department of Public Health**

<b>Department Contract Representative</b>	<u>Lisa Ordaz, HS Contracts</u>
<b>Telephone Number</b>	<u>(909) 388-0222</u>
<b>Contractor</b>	<u>California University of Science and Medicine (CUSM)</u>
<b>Contractor Representative</b>	<u>Heather Ransom</u>
<b>Telephone Number</b>	<u>(909) 566-2669</u>
<b>Contract Term</b>	<u>July 1, 2019 through June 30, 2023</u>
<b>Original Contract Amount</b>	<u>\$7,667,464</u>
<b>Amendment Amount</b>	<u>\$3,368,343</u>
<b>Total Contract Amount</b>	<u>\$11,035,807</u>
<b>Cost Center</b>	<u>9300051000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 19-398, effective June 14, 2022, as follows:

**SECTION I. DEFINITIONS**

**Amend Paragraph A to read as follows:**

- A. Administrative Services – For purposes of this Contract, this is defined as non-patient hours, time spent for Contractors to complete documentation, review lab tests, make referrals, and participate in peer reviews, trainings, development of policies and procedures, quality outcomes and systematic chart/case reviews.

**Add paragraphs R through U to read as follows:**

- R. Medication Assisted Treatment (MAT) Services – The use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders.
- S. Psychiatric Services – The evaluation, diagnosis, treatment and prevention of mental, emotional, behavioral and substance use disorders.

- T. Refugee/Asylee Health Assessment Program (RHAP) – Refugee medical health assessments are available to refugees and asylees with Medi-Cal or Refugee Medical Assistance within the first ninety (90) days of refugee or asylee status. RHAP focuses on screening of and prevention of communicable diseases, early identification and diagnosis of chronic diseases; assessment of immunization status; mental health screening and referrals for further evaluation, treatment, and follow-up care.
- U. Telehealth Visit – The use of digital information and communication technologies such as computers and mobile devices to access health care services when a face-to-face visit with a healthcare provider is not feasible.

## **SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES**

### **Amend Paragraph A to read as follows:**

- A. Contractor is expected to provide comprehensive primary care services (to include Refugee/Asylee Health Assessments), through physicians and mid-level practitioners, for a minimum of forty (40) hours per week at each of the DPH locations or other designated sites. Physicians will be required to provide medical supervision and clinical oversight.

### **Amend Paragraph A, Item 1 (b), to read as follows:**

- b. Have successfully completed a residency program in family medicine, internal medicine, or preventative medicine. This includes reproductive health experience and the management of Long-acting Reversible Contraception (LARC). Colposcopy, anoscopy, and wound care skills are highly desirable. A monthly chart audit for 6 – 12 months will be conducted by the Contractor's physician designee for new physician graduates.

### **Amend Paragraph B, Item 1, to read as follows:**

- 1. Provide comprehensive primary care services (to include Refugee/Asylee Health Assessments), beginning July 1, 2022, Monday through Thursday, 8:30 a.m. to 5:30 p.m. and on Friday, 8:00 a.m. to 5:00 p.m., each day at each of the locations below. The days and time of providing services are subject to change based on patient need and volume. The schedule is to be coordinated with DPH Clinic Operations Section.
  - a. High Desert Region
    - Adelanto Health Center  
11336 Bartlett Avenue, Suite 11  
Adelanto, CA 92301  
(20 hours Physician, 20 hours Mid-level Practitioners)
    - Hesperia Health Center  
16453 Bear Valley Road  
Hesperia, CA 92345  
(40 hours Physician, 40 hours Mid-level Practitioners)
  - b. Valley Region
    - Ontario Health Center  
150 E. Holt Blvd.  
Ontario, CA 91764  
(40 hours Physician, 40 hours Mid-level Practitioners)

- San Bernardino Health Center  
606 E. Mill Street  
San Bernardino, CA 92415  
(40 hours Physician, 40 hours Mid-level Practitioners)

**Amend Paragraph B, Item 3, to read as follows:**

3. For the Adelanto site, the Physician assigned is expected to work a minimum twenty (20) hour work week, which must include a minimum of eighteen (18) patient contact hours and two (2) non-patient contact hours. In addition, the assigned mid-level is expected to work a minimum of twenty (20) hours per week, which also includes a minimum of eighteen (18) patient contact hours and two (2) non-patient contact hours.

**Amend Paragraph B, Item 5, to read as follows:**

5. Provide at least one (1) full-time equivalent (FTE) mid-level practitioner in each health center, with the exception of Adelanto, which will require at least 0.50 FTE.

**Amend Paragraph B, Item 14, to read as follows:**

14. Use Athena Practice (DPH's EHR) to manage care for FQHC patients by providing accurate, up-to-date, and timely, complete information at the point of care per policy requirements. This includes the ability to provide telehealth visits as needed to meet the needs of the patients and any State and/or County work mandates related to service delivery.

**Amend Paragraph D, Item 2, to read as follows:**

2. Provide coverage for vacation, sick days, and during other scheduled or unscheduled absences. This includes providing timely (within 72 hours) notice of absence when providers will be unavailable. Maintain contracted approved staffing plan and schedule throughout contract. (All replacement staff to be the same level of discipline and experience). Contractor and DPH to mutually collaborate on changes for coverage, but in the event of a disagreement DPH will have final authority in scheduling changes. Failure to provide such coverage will result in a reduction in payment to the Contractor equivalent to the number of hours the provider is absent and/or not providing services.

**Add Paragraph D, Item 17, to read as follows:**

17. Agree to cover all onboarding costs for residents or medical students who participate in direct patient care within the DPH Federally Qualified Health Centers. Contractor will be responsible in meeting clinical rotation requirements.

**Add Paragraph E and Paragraph F to read as follows:**

- E. For Refugee Health Assessment Program Services, Contractor shall:
  1. Ensure the provision of comprehensive health assessments for refugees/asylees, certified victims of human trafficking (VOT), Special Immigrant Visa holders, entrants from Haiti and Cuba after their arrival in California to prevent and control communicable diseases and other significant health problems beginning July 1, 2022, Tuesday and Wednesday 8:30 a.m. to 5:30 p.m. at the locations below. The schedule is to be coordinated with the DPH Clinic Operations Sections.

a. Valley Region

- Ontario Health Center  
150 E. Holt Blvd.  
Ontario, CA 91764  
(8 hours Mid-level Practitioners)
- San Bernardino Health Center  
606 E. Mill Street  
San Bernardino, CA 92415  
(8 hours Mid-level Practitioners)

2. Work a minimum sixteen (16) hours per week to complete the State requirements related to the following:

- a. Screening and treating communicable diseases;
- b. Identifying chronic diseases and other important medical conditions;
- c. Assessing immunization status for children and adults;
- d. Providing mental health screening;
- e. Referring those clients with significant medical and mental health conditions for further evaluation, treatment, and follow-up.

Note: The health assessment process must be completed as soon as possible, but no later than or within ninety (90) days from the date of entry into the United States; date of asylum adjudication; date parole is granted; or date of VOT certification. The first clinic visit must be within thirty (30) days of arrival and health assessment must be completed within ninety (90) days.

3. Provide at least one (1) mid-level practitioner to cover the San Bernardino and Ontario Health Center, which will require at least 0.40 full-time equivalent (FTE).
4. Complete documentation of health assessments utilizing the State's Refugee Health Electronic Information System (RHEIS) within seventy-two (72) working hours of discharge from the health center.
5. Comply with all sections of the RHAP/RHEIS data use and disclosure agreement.
6. Coordinate services needs with the Clinic Operations Supervisor and/or the RHAP Coordinator.

F. For Psychiatric Services, the Contractor shall:

1. Provide comprehensive Psychiatric Services in alignment with the Collaborative Care Model beginning May 24, 2022, two and a half days a week, 8:30 a.m. to 5:30p.m., at the locations below. The days and time of providing services are subject to change based on patient need and volume. The schedule is to be coordinated with DPH Clinic Operations Section.

a. High Desert Region

- Hesperia Health Center  
16453 Bear Valley Road  
Hesperia, CA 92345  
(8 hours weekly Psychiatrist)

b. Valley Region

- Ontario Health Center  
150 E. Holt Blvd.  
Ontario, CA 91764  
(8 hours [alternating weeks] Psychiatrist)
  - San Bernardino Health Center  
606 E. Mill Street  
San Bernardino, CA 92415  
(8 hours [alternating weeks] Psychiatrist)
2. Work a minimum of twenty (20) hours per week, which must include a minimum of eighteen (18) patient contact hours and two (2) non-patient contact hours. Non-patient contact hours to include Quality Improvement/Quality Assurance activities to align with HRSA requirements.
  3. Non-patient contact hours will be provided at a location mutually agreeable with both the Contractor and DPH.
  4. Provide 0.50 full-time equivalent (FTE) psychiatrist to cover the Hesperia, Ontario, and San Bernardino Health Centers.
  5. Ensure coordination of primary care, behavioral health, and MAT services as applicable, in a patient-centered manner with the goal of improved health and well-being for FQHC patients.
  6. Conducts comprehensive psychiatric assessments/evaluation and mental status examination (MSE's) of patients, providing multi-axial diagnoses according to the Diagnostic and Statistical Manual of Mental Disorders (DSM) approved by the American Psychiatric Association (APA).
  7. Provides competent psychotropic medication treatment and other psychiatric treatments to meet the needs of assigned patients
  8. Provide administrative oversight for lower-level professional or paraprofessional staff, such as clinical therapists, nurse practitioners, physician assistants, and case managers; assigns and reviews work, trains staff, writes work performance evaluations and forwards for approval/signature, participates in the hiring process and managing disciplinary actions.
  9. Prepares or assists in the preparation of legal and other court- related documents, written reports, and provides court testimony as necessary.
  10. Assist in developing and implementing policies, procedures, and practice guidelines pertaining to behavioral health, mental health and MAT services to be in compliance with HRSA.
  11. Provide consultative and training services for primary care providers, mid-level providers, nursing and other paraprofessional staff.
  12. Use Athena Practice (DPH's EHR) to manage/document care for FQHC patients by providing accurate, up-to-date, and timely, complete information at the point of care per policy requirements. This includes the ability to provide telehealth visits as needed to meet the needs of the patients and any State and/or County work mandates related to service delivery.

- 13. Meet quarterly to discuss contract compliance.
- 14. Provide Clinical Operations information to help manage resource allocation at monthly meetings to be held with the Medical Director, Program Managers, and Clinic Supervisors.
- 15. Provide MAT program lead and oversight for mid-level providers
- 16. Ensure Psychiatrist is licensed and meets all necessary requirements to perform said services.

**SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

**Amend Paragraph CC, Item 3 to read as follows:**

- 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment E) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

**SECTION IV. COUNTY RESPONSIBILITIES**

**Add Paragraph G to read as follows:**

- G. Cover costs related to credentialing new provider on-boarding activities and training for up to three (3) physicians and three (3) mid-level providers annually that serve as replacements for full time and or per diem positions for the FQHCs. If needed, Contractor will credential new providers beyond the three (3) physicians and three (3) mid-level providers annually at Contractor’s expense. In addition, the length of training necessary for the provider will be determined by CUSM/Vituity when the provider starts at the health center(s) and Contractor will absorb the training costs for that time period. Contractor must request written approval to engage in this process prior to initiation and ensure that all mandated training is completed prior to providing services.

**SECTION V. FISCAL PROVISIONS**

**Amend Paragraph A to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$11,035,807, of which a portion may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem. It includes the original contract and subsequent amendments

Original Contact	\$7,667,464	July 1, 2019 through June 30, 2022
Amendment No.1	\$3,368,343	July 1, 2022 through June 30, 2023

**Amend Paragraph B to read as follows:****B. Payment for services shall be reimbursed at the following rates:**

Region/DPH FQHC Sites	Provider	July 1, 2019 – June 30, 2020	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023
<u>Desert Region</u> • Adelanto • Hesperia	Physicians	\$250 per hour	\$259 per hour	\$259 per hour	\$268 per hour
	Mid-levels	\$147 per hour	\$152 per hour	\$152 per hour	\$157 per hour
<u>Valley Region</u> • Ontario • San Bernardino	Physicians	\$218 per hour	\$226 per hour	\$226 per hour	\$234 per hour
	Mid-levels	\$145 per hour	\$150 per hour	\$150 per hour	\$155 per hour
<u>Training</u>  *Annual Max 240 hours	Physicians				\$234 per hour*
	Mid-levels				\$155 per hour*
<u>Refugee</u> (2 days per week)  *Annual Max 832 hours	Mid-levels				\$155 per hour*
<u>Psychiatrist</u> (20 hours per week)  *Annual Max 1040 hours	Contract Psychiatrist				\$296 per hour*
<b>Total Per Year</b>		<b>\$2,496,472</b>	<b>\$2,585,496</b>	<b>\$2,585,496</b>	<b>\$3,368,343</b>

In the event that Contractor fails to comply with the requirements of the contract and does not provide coverages as stipulated, a reduction in payment equivalent to the number of hours the physician/mid-level is absent and/or not providing services, must be applied to the submitted monthly invoice.

In the event of non-performance and/or failure to provide physician coverage as stipulated, a fixed amount of one hundred dollars (\$100) per incident/day shall be assessed for liquidated damages, should the following occur:

1. Absent physician or mid-level practitioner without reasonable excuse such as accident, illness or emergency situation.
2. Failure to replace absent physician/mid-level practitioner or provide coverage within one (1) day or for any pre-approved/anticipated time off.

**Amend SECTION VIII. TERM to read as follows:**

This Contract is effective as of July 1, 2019 and is extended from its original expiration date of June 30, 2022, to expire on June 30, 2023, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties.

**SECTION X. GENERAL PROVISIONS**

**Amend Paragraph A to read as follows:**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: California University of Science and Medicine  
1501 Violet Street  
Colton, CA 92324

County: (Program Information)  
Department of Public Health  
Attn: Melanie Bird-Livingston  
172 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor  
San Bernardino, CA 92415-0010

County: (Contract Information)  
County of San Bernardino  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

## **SECTION XI. CONCLUSION**

**Add Paragraph C and Paragraph D to read as follows:**

- C. 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 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.
  
- C. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this Amendment to be subscribed to by the Clerk thereof, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

**ATTACHMENT A – COMPLAINT AND GRIEVANCE PROCEDURE (Revised June 2022)**

**ATTACHMENT E – ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS (Added June 2022)**

All other terms and conditions of Contract No. 19-398 remain in full force and effect.

SAN BERNARDINO COUNTY

By *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 14 2022

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 *[Signature]*  
Deputy

California University of Science and Medicine  
(Print or type name of corporation, company, contractor, etc.)

By *Paul Lyons*  
(Authorized signature - sign in blue ink)

Name Paul Lyons  
(Print or type name of person signing contract)

Title President  
(Print or Type)

Dated: 5/20/2022

Address 1501 Violet Street  
Colton, CA 92324

FOR COUNTY USE ONLY

Approved as to Legal Form  
By *Adam Ebright*  
Adam Ebright, County Counsel  
Date May 23, 2022

Reviewed for Contract Compliance  
By *Patty Steven*  
Patty Steven, HS Contracts  
Date May 23, 2022

Reviewed/Approved by Department  
By *Joshua Dugas*  
Joshua Dugas, Director  
Date May 23, 2022

COMPLAINT AND GRIEVANCE PROCEDURES

(Instructions: The participant is to read and receive the top portion of this form. The bottom portion of the form is to be signed by service recipient and placed in the contractor's records.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider. Time frame: Within 1 week of discrimination/violation/problem. If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to the Department of Public Health (DPH) Program Staff. Time frame: Within 1 week of Step 1. If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to DPH Administration at the following address:

Division Chief Clinical Health and Prevention Services
Department of Public Health
351 N. Mt. View Avenue
San Bernardino, CA 92415-0010

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

San Bernardino County Human Services, Contracts Manager
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services Grievance Procedure.

Signature of Service Recipient

Date

**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

California University of Science and Medicine

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

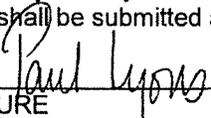
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and **HEREBY GIVES ASSURANCE THAT**, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE AGENCY HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

5/20/22  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE

California University of Science and Medicine  
ORGANIZATION