

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

**Contract Number**

20-1199 A-2

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	909-580-6150
Contractor	CEP America – California
Contractor Representative	Rodney Borger, MD
Telephone Number	909-580-6370
Contract Term	January 1, 2021 – December 31, 2023
Original Contract Amount	\$49,626,312 (\$16,542,104 annually) plus variables
Amendment Amount	Amount Varies
Total Contract Amount	\$49,944,510 (\$17,305,779 annually) plus variables
Cost Center	9110004100

AMENDMENT NO. 2

San Bernardino County on behalf of Arrowhead Regional Medical Center and CEP America – California hereby amend Agreement No. 20-1199 ("Contract") in the following manner, effective as of the date this Amendment No. 2 is fully executed ("Amendment 2 Effective Date"):

1. Amend Part V Billing and Compensation, Section 5.01 to read:

5.01 Compensation

Hospital shall compensate Corporation for Services provided under this Contract, effective as of the Amendment 2 Effective Date, as follows:

Position	Description	Contract Amounts (\$/year)
ARMC Department/Service Line Administration		
Chair, Department of Emergency Medicine	Minimum of 2,000 hours	\$390,000
Designated Institutional Officer	Paid \$188.90/hour, not to exceed 2,000 hours. All hours must be preapproved by Hospital Director or designee	Up to \$377,800

Secretary	Minimum of 2,000 hours	\$61,000
Subtotal – ARMC Administration		\$828,800
ARMC Teaching and Other GME Activities		
Program Director, ACGME Emergency Medicine Residency	1,800 physician hours	\$300,000
Associate Program Director, ACGME Emergency Medicine	1,000 physician hours	\$180,000
PA Program Director, EM PA Fellowship	1,000 Physician Assistant hours	\$70,000
Program Coordinator	3,000 hours	\$140,000
Physician Faculty (Core)	4,900 physician hours	\$803,000
PA Faculty (Core)	480 Physician Assistant hours	\$35,000
Clerkship Director – CUSM Students	\$35 per week per student (Paid Quarterly)	Variable
3 rd Year CUSM, SGU, and WUHS Students	\$350 per week per student (Paid Quarterly)	Variable
4 th Year CUSM, SGU, and WUHS Students	\$200 per week per student (Paid Quarterly)	Variable
Subtotal – ARMC Teaching and Other GME Activities		\$1,528,000
ARMC Direct Patient Care and On-Call Coverage		
ED Coverage Excluding Behavioral Health	Minimum of 12.40 FTE Physicians or 18,970 physician clinical hours and 32.00 FTE Physician Assistants or 42,890 PA clinical hours (Includes BBP screening for ARMC employees)	\$3,000,000
Inmate Emergency Department Treatment	\$90 per visit	
Behavioral Health Triage for All Patients, including Uninsured Self-Pay Patients	24/7/365 Physician Assistant coverage	\$398,500
Disaster Response – Physician's Assistant Services	Activated upon mutual agreement of County CEO, ARMC Hospital Director, and Corporation at \$140.00 per hour.	Variable
Disaster Response – Physician Services	Activated upon mutual agreement of County CEO, ARMC Hospital Director, and Corporation at \$260.00 per hour.	Variable
Family Medicine Physician (Redlands Family Health Center)	\$654/half day session per FTE (4-hour clinic session) – 2.0 FTE physicians or 3,060 physician clinical hours	\$640,920
Family Medicine Mid-Level Provider (Redlands Family Health Center)	\$375/half day session per FTE (4-hour clinic session) – 1.0 FTE or 1,500 clinical hours (Funded at 1.55 FTE or 2,370 clinical hours)	\$183,750
Family Medicine – Alcohol and Drug Services Patients	0.50 FTE physician or 765 physician clinical hours	\$175,000
Physician – Street Medicine	\$163.50/hour, up to 1.00 FTE or 1,500 clinical hours. All hours must be preapproved by Hospital Director or designee	Up to \$245,250
Physician Assistant – Street Medicine	\$93.75/hour, up to 1.00 FTE or 1,500 clinical hours. All hours must be preapproved by Hospital Director or designee	Up to \$140,625
ARMC Subtotal – Direct Patient Care and On-Call Coverage		\$4,784,045
Other County Department/Service Line Administration		
Chief Medical Officer – Probation Chair, Department of Emergency Medicine	Paid at a rate of \$200 per hour, up to 2,000 hours per year. Hours to be paid	\$400,000

	per timesheets submitted. (Pass through from County Probation)	
Chief Medical Director – Fire and Paramedics	Paid at a rate of \$200 per hour, up to 1,040 hours per year. Hours to be paid per timesheets submitted. (Pass through from County Fire)	\$208,000
Subtotal – Other County Administration		\$608,000
Other County Direct Patient Care and On-Call Coverage		
San Bernardino County Probation Services	Pass Through from County Probation	\$624,000
Services to County Inmates at Sheriff Detention Center and CMO	Pass Through from County Sheriff (Funding for 15.10 FTE Physicians and APPs or 23,100 clinical hours) See breakdown in Attachment A	\$5,209,500
Chronic Disease Physician at Sheriff Detention Center	Full Time Physician Monday – Friday, excluding County Holidays (Funding for 1.50 FTE Physicians or 2,300 physician clinical hours)	\$589,500
Behavioral Health – Psychiatrist/APP coverage for Department of Behavioral Health	8,581 hours of psychiatrist coverage at \$324.43 per hour (Pass through from County Behavioral Health)	\$2,783,934
Behavioral Health - Substance Use Disorder and Recovery Services - APP coverage for Department of Behavioral Health	1.00 FTE Advanced Practice Provider	\$350,000
Subtotal – Other County Direct Patient Care and On-Call Coverage		\$9,556,934
Total fixed cost per annum*		\$17,305,779

2. Section 7.23 in Part VII of the Contract is deleted in its entirety and replaced with the following:

7.23 Incorporation by Reference

This Contract incorporates by reference any and all other Contracts in effect between the Corporation and County, to the extent applicable and permitted by law, for services to County on behalf of Hospital. This Contract also incorporates by reference Attachments “A” and “C,” Appendices “A,” “B,” “C,” “D,” Exhibits “A,” “B,” “C,” “D,” and E” and completed and signed Attachment B’s, all of which are reference in and considered part of this Contract. This Contract also incorporates by reference the recitals.

3. Add Section 7.30 in Part VII of the Contract as follows:

7.30 Political Contributions

Corporation has disclosed to the County using Attachment C, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] from January 1, 2023 through the Amendment 2 Effective Date. Corporation acknowledges that under Government Code section 84308, Corporation is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or County elected officer for 12 months after the County’s consideration of Amendment 2.

In the event of any further proposed amendment to the Agreement, the Corporation 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 the Corporation or by a parent, subsidiary or otherwise related business entity of Corporation.

4. Add Attachment C of this Amendment to the Contract.
5. Add the following language to Appendix C: Administrative Services:

Designated Institutional Official

- A. Ensure compliance with the Accreditation Council for Graduate Medical Education's (ACGME) Institutional Requirements as well as other accredited programs, to support the institutional, common, and specialty-/subspecialty-specific program requirements, as well as applicable policies and procedures;
- B. Provide oversight and administration of the residents, medical students, and other students under the purview of the Graduate Medical Education (GME) Department;
- C. Support accreditation and regulatory activities in collaboration with GME program staff;
- D. Direct and manage the program review process;
- E. Monitor and evaluate the quality of the program, the performance of the residents, medical students, and opportunities for program improvement;
- F. Serve as liaison with ACGME and other accredited programs to ensure readiness for all institutional reviews.
- G. Work with residency programs to foster research and scholarly activity;
- H. Support and implement new Quality Improvement (QI) services in partnership with ARMC's patient safety officer physician and quality improvement leaders;
- I. Research, inform and guide Quality Control (QC) teams;
- J. Understand, utilize and teach Plan, Do, Study, Act (PDSAs) model;
- K. Ensure medical students, residents, and program directors are aligned with ARMC's and San Bernardino's strategic initiatives;
- L. Serve as a team member of the ARMC Institutional Review Board (IRB);
- M. Lead ARMC's diversity, equity, and inclusion program for GME and medical students;
- N. Serve as a member on ARMC's management team. Participate in the development of departmental programs, policies, budgets, goals, strategic planning and objectives
- O. Provide the management team with a clinical perspective on all matters relating to services in the Graduate Medical Education Department;
- P. Meet goals to improve employee engagement, patient satisfaction, and other quality measures;
- Q. Collaborate with department chairs and medical directors to ensure service delivery is both timely and appropriate;
- R. Represent ARMC on various standing committees and at meetings and events, both Countywide and nationally, as requested by Hospital Administration;
- S. Participate in medical and administrative rounds to ensure the highest quality of care is provided hospital-wide;
- T. Assist in aspects of quality improvement and patient safety throughout ARMC;
- U. Support and enforce the regulatory and accreditation requirements for the ACGME, The Joint Commission (TJC), Center for Medicare/Medicaid Services (CMS) Conditions of Participation, the California Department of Health, and all other applicable regulatory and/or accrediting agencies.
- V. Provide periodic educational forums for staff physicians and students;
- W. Support ARMC on all legal actions relative to care, treatment and services at ARMC;
- X. Perform other duties as assigned by the ARMC Hospital Director and or designee.

6. 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.

SAN BERNARDINO COUNTY

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Dawn Rowe, Chair, Board of Supervisors

AUG 08 2023

Dated: _____

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

By



Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

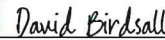
Deputy

CEP AMERICA – CALIFORNIA

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

By

DocuSigned by:



(Authorized signature - sign in blue ink)

Name David Birdsall, MD

(Print or type name of person signing contract)

Title COO

(Print or Type)

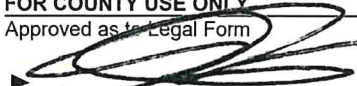
Dated: 7/13/2023

Address 2100 Powell Street, Suite 400

Emeryville CA, 94608

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

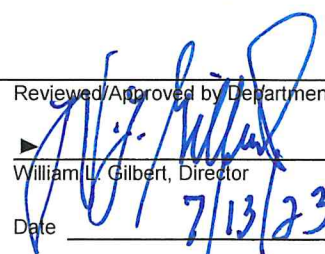
Date 7/12/2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department


William L. Gilbert, Director

Date

7/13/23



ATTACHMENT C
Senate Bill 1439
Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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" in this Attachment refer to Corporation. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: CEP America – California

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. 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		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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	

8. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. 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. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while the Amendment is being considered and for 12 months after a final decision by the County.

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MedAmerica (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact MedAmerica:

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To contact us by email send messages to: duhaneyk@medamerica.com

To advise MedAmerica of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@medamerica.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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- ii. send us an e-mail to duhaneyk@medamerica.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MedAmerica as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MedAmerica during the course of my relationship with you.

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All notices and disclosures will be sent to you electronically

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- ii. send us an e-mail to duhaneyk@medamerica.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MedAmerica as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MedAmerica during the course of my relationship with you.