

Amendment to CalMedForce Grant Agreement for FY 2018-19

This First Amendment ("Amendment") is entered into between Physicians for a Healthy California ("PHC") and San Bernardino County, through its Arrowhead Regional Medical Center Emergency Medicine Residency ("Grantee") (each a "Party" or collectively the "Parties"), with reference to the Grantee Agreement which became effective July 1, 2019 ("Agreement").

WHEREAS, the Parties entered into an Agreement under which Grantee was selected by PHC and agreed to participate in the CalMedForce Grant Program; and

WHEREAS, the Parties now wish to modify that Agreement;

NOW, THEREFORE, effective as of the date last signed below, the following sections shall be added and incorporated into the Agreement in conformance with the requirements of Section J(8) of the Agreement:

To **Section C**, Scope of Work:

12. Promptly notify PHC by written or electronic communication no later than seven (7) business days after (i) the Sponsoring Institution is or becomes the subject of, or materially involved in, any investigation by the accreditation organization, or (ii) the Program is or becomes the subject of, or materially involved in, any investigation by any local, state or federal government agency or accreditation organization.

13. Cooperate and promptly respond to any reasonable inquiry or request for information by PHC related to CalMedForce, Grantee's program, its participants, or its principals, or any other matter PHC deems material to receipt of Grant Funds.

To **Section J**, General Terms and Conditions:

17. Notification of Regulatory Event. To the extent permitted under applicable law, Grantee shall notify PHC in writing as soon as reasonably practicable (but no later than within seven (7) business days after it becomes aware of any of the following events during the Term of this Agreement):


(a) Residency Program or any of its employees or contractors are or have become the subject of, or is materially involved in, any investigation, proceeding or disciplinary action by any Federal HealthCare Program, any state's medical board, any specialty board, or any agency responsible for professional licensing, standards or behavior; or (b) sponsoring institution or Program's accreditation is under disciplinary investigation. If an event described in this Section occurs, Grantee shall be responsive to any questions, inquiries, requests for updates, proof of outcome or resolution, or other communications from PHC to the extent required by law. PHC may, in its sole discretion, suspend payments and any other contractual obligations for the duration of any such event, without regard for the date PHC was notified thereof.

18. Honesty and Integrity: During the Term of this Agreement, Grantee and its employees and agents shall conduct themselves and their activities in accordance with the highest standards of honesty, transparency and integrity that is essential to recipients of Proposition 56 funds, and act in a manner that supports public confidence in the integrity of Grantee and PHC.

Except as expressly provided in this Amendment, all other terms and conditions of the Agreement remain the same.

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.

The undersigned persons hereby represent and warrant that they are authorized and have the necessary authority to execute this Agreement on behalf of the parties hereto as of the dates signed below.

PHYSICIANS FOR A HEALTHY CALIFORNIA	GRANTEE San Bernardino County, through its Arrowhead Regional Medical Center Emergency Medicine Residency
Name: Robin Simpson	Name:
Title: Program Director, CalMedForce	Title:
Signature: 	Signature:
Date: 7/16/2021	Date:

