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



Contract Number

20-897 A-3

SAP Number 4600016571

Arrowhead Regional Medical Center

| William L. Gilbert (909) 580-6150 |
|---------------------------------------|
| |
| Cal Med Physicians and Surgeons, Inc. |
| |
| (909) 580-6334 |
| January 1, 2021 through December |
| 31, 2023 |
| \$32,147,776 (\$12,422,017 |
| annually) plus variable |
| \$283,334 |
| \$32,431,110 (\$12,622,017 |
| annually) plus variable |
| 9186104200 |
| |

AMENDMENT NO. 3

San Bernardino County on behalf of Arrowhead Regional Medical Center and Cal Med Physicians and Surgeons, Inc. hereby amend Agreement No. 20-897 ("Contract") in the following manner, effective as of the date of this Amendment No. 3 ("Amendment") is fully executed:

1. Delete Section 5.01 of the Contract in its entirety and replace with the following:

5.01 <u>Compensation</u>

Beginning on August 9, 2022, Hospital shall compensate Corporation for Services provided under this Contract as set forth in Sections 5.01(A) and 5.01(b) below:

(A) Compensation Component 1

| Position | Description | Contract Amounts (\$/year) |
|--|---|----------------------------------|
| Department/Service Line Administration | | |
| Chairman, Department of Surgery | 0.50 FTE or 1,000 hours per year | \$228,000 |
| Trauma Director | 0.25 FTE or 500 hours per year | \$103,000 |
| Burn Director | 0.25 FTE or 500 hours per year | \$103,000 |
| Director of Surgical ICU | 0.25 FTE or 500 hours per year | \$108,000 |
| Vascular Lab Director | 0.20 FTE | \$85,000 |
| Clinic Coordinator | 1.00 FTE | \$61,000 |
| Secretarial Support | 3.00 FTE | \$147,000 |
| Subtotal – Administration | | \$835,000 |
| Tacabina and Other ONE Activity | | |
| Teaching and Other GME Activities General Surgery, ACGME, Program Director | 0.50 FTE | \$200,000 |
| Assoc. Program Director, General Surgery | | \$200,000 |
| Program Faculty (Core), General Surgery | 0.25 FTE 1.20 FTE | \$100,000 \$500,000 |
| Physician Faculty (Core), Neurosurgery | 0.80 FTE | \$500,000 |
| Clerkship Director – CUSM Students | \$35 per week per student (Paid | Variable |
| 3 rd Year CUSM Students | Quarterly) \$350 per week per student (Paid | Variable |
| 4th Year CUSM Students | Quarterly) \$200 per week per student (Paid | Variable |
| 3 rd Year SGU and WUHS Students | Quarterly) \$350 per week per student (Paid Quarterly) as long as ARMC receives funds | Variable |
| 4 th Year SGU and WUHS Students | \$200 per week per student (Paid Quarterly) as long as ARMC receives funds | Variable |
| Subtotal - Teaching and Other GME Activities | T | \$1,400,000 |
| Direct Patient Care and On-Call Coverage | | |
| Trauma Coverage | | \$400,000 |
| Trauma Call Coverage | | |
| General Surgery Clinic and Surgery Coverage | NA-i-A-i- | \$600,000 |
| | Maintain current clinic coverage | \$500,000 |
| General Surgery Call Coverage | | \$90,000 |
| Plastic Surgery Clinic and Surgery Coverage | 2.0 FTEs (3,160 clinical hours @1,580/FTE) | \$650,000 |
| Plastic Surgery Call Coverage | | \$150,000 |
| Endovascular Surgery Clinic and Surgery Coverage | Maintain current clinic coverage | \$750,000 |
| Endovascular Surgery Call Coverage | | \$200,000 |
| Neurological Surgery Clinic and Surgery Coverage | | \$145,000 |
| Neurological Surgery Call Coverage | | \$1,095,000 |
| Neurointerventional Radiology Call Coverage | \$2,500 per day* | \$1,095,000 |
| Oral Surgery Clinic and Surgery Coverage | Maintain current clinic coverage | \$100,000 |
| Oral Surgery Call Coverage | | \$100,000 |
| Oncology Surgery Clinic and Surgery Coverage | 1.50 FTE (2,370 hours per year) | \$600,000 |
| Hyperbaric Medicine/Wound Care Clinic and Surgery Coverage | Maintain current level of OR coverage | \$400,000 |
| Sheriff's Department Patients: Medical Care | Payable at current Medi-Cal rates | Variable |

Revised 5/12/21 Page 2 of 4

| Sheriff's Department Patients: OMFS Services provided at detention center | Provided funds received from Sheriff's Department: \$4,000 per month | \$48,000 |
|---|--|-------------|
| Patton Patients | 95% of negotiated professional fee rate | Variable |
| Surgery Physician Assistants | 2.00 FTE | \$260,000 |
| Surgery Physician Assistant, Trauma and Burn ICU | 1.00 FTE | \$100,000 |
| Subtotal – Direct Patient Care and On-Call Coverage | | \$7,283,000 |
| Total fixed cost per annum** under Section 5.01(| A) | \$9,518,000 |

^{*} Total Neurointerventional Radiology call coverage is valued at \$3,000 per day/\$1,095,000 per year. Corporation is responsible for collecting professional revenue from payors. Hospital and Corporation shall reconcile collections (minus 10% collection fee) versus payments in this agreement quarterly, shortfall or overpayment shall be paid to the appropriate party accordingly.

(B) Compensation Component 2.

| Position | Description | Contract Amounts (\$/year) |
|--|--|------------------------------|
| Department/Service Line Administration | (* 1980 - 19) (* 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1946 - 19 Indiana - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 19 | |
| Neuro ICU Medical Director | 0.25 FTE or 500 hours per year | \$154,921 |
| Neuro ICU Medical Director Expenses | Preapproved Admin Support, Oversight, and Marketing Expenses* | Not to Exceed \$176,488 |
| Subtotal – Administration | | Not to Exceed \$331,409 |
| Teaching and Other GME Activities | | |
| Neuro Assist. Program Director | 0.20 FTE or 400 hours per year | \$68,109 |
| Neuro Assist. Program Director Travel | Preapproved Travel Expenses** | Not to Exceed \$10,000.00 |
| Subtotal - Teaching and Other GME Activities | es | Not to Exceed \$78,109 |
| Direct Patient Care and On-Call Coverage | | |
| Neurointensivist | 2.55 FTE or 4,692 hours per year | \$1,764,878 |
| Neuro ICU Physician Extenders | 3.00 FTE or 5,520 hours per year | \$596,821 |
| Neuro Intensivist Call Coverage | | \$332,800 |
| Subtotal – Direct Patient Care and On-Call C | Coverage | \$2,694,499 |
| Total cost per annum under Section 5.01(B) | | Not to Exceed \$3,104,017 |

^{*} The expenses that Corporation may bill to the County under this Contract for "Preapproved Admin Support, Oversight, and Marketing Expenses" include only the following:

- Headhunter fees for recruitment of the initial team of Neurointensivists and Neuro ICU Physician Extenders
- Reasonable relocation expense reimbursements for new hires of Neurointensivists and Neuro ICU Physician Extenders
- · Reasonable legal and accounting fees
- · Office support
- · Other expenses

All expenses for which Corporation may seek reimbursement from the County for "Preapproved Admin Support, Oversight, and Marketing Expenses" must be preapproved in advance in writing by the Hospital Director prior to incurring such expenses.

^{**} Total annual cost indicated does not include variable costs associated with this Contract.

- ** The expenses that Corporation may bill to the County under this Contract for "Preapproved Travel Expenses" consists of the travel expenses reasonably incurred by the Neuro Assistant Program Director for educational purposes. In order for Corporation to bill for such travel expenses, such expenses must be preapproved in advance in writing by the Hospital Director prior to incurring such expenses. Any travel by the Neuro Assistant Program Director for which Corporation seeks reimbursement under this Contract shall strictly comply with the County's Travel Management Policy (8-02 and 08-02SP1).
- 2. All capitalized terms not defined herein shall have the same meanings subscribed to them in the Contract.
- 3. All other terms and conditions of Agreement 20-897 shall remain in full force and effect.
- 4. This Amendment No.3 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 | CAL MED PHYSICIANS AND SURGEONS, INC. |
|---|--|
| · Atll | (Print or type name of corporation, company, contractor, etc.) |
| Curt Hagman, Chairman, Board of Supervisors | By (Authorized signature - sign in blue ink) |
| Dated: | Name Dr. Dev Gnanadev |
| SIGNED AND CERTIFIED THAT A COPY OF THIS | (Print or type name of person signing contract) |
| DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD UPER LAND LAND LAND LAND LAND LAND LAND LAND | |
| CHAIRMAN OF THE BOARD OF THE BOARD | Title President |
| Lynna Monell Clerk of the Board of Supervisors | (Print or Type) |
| San Bernarding County | |
| Ву | Dated: 7/20/22 |
| | |
| Deputy ARDINO COULT | Address P.O. Box 670 REDLANDS, CA 92373 |
| COULT COULT | 0 - 04 02222 |
| ARDINO | REDLANDS, CA 72313 |
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| FOR COUNTY USE ONLY | |
| Approved as to Legal Form Reviewed for Contr. | act Compliance Reviewed/Approved by Department |
| | M.J. Helhill |
| Charles Phan, Deputy County Counsel | William V. Gilbert Director |
| 1/27/22- | 1/1/1/2/26/21 |
| Date Date | Bate / /d > dd |
| | |