



**Contract Number**

21-54 A-1

**SAP Number**

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909) 580-6150
<b>Consultant</b>	Peter J. Leeson, D.O., Inc.
<b>Consultant Representative</b>	Peter Leeson
<b>Telephone Number</b>	
<b>Contract Term</b>	March 1, 2021 – February 28, 2026
<b>Original Contract Amount</b>	Not to Exceed \$5,750,000
<b>Amendment Amount</b>	\$300,000
<b>Total Contract Amount</b>	Not to Exceed \$6,050,000
<b>Cost Center</b>	9186104200

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1

San Bernardino County on behalf of Arrowhead Regional Medical Center and Peter J. Leeson, D.O., Inc. hereby amend Agreement No. 21-54 ("Contract") in the following manner, effective as of the date of this Amendment No. 1 ("Amendment") is fully executed:

1. All references to "County of San Bernardino" in the Contract are amended to read as "San Bernardino County."
2. Delete Section F.1 of the Contract in its entirety and replace with the following:

**F.1** The total amount of payments under this Contract shall not exceed \$6,050,000. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and costs/expenses incurred in the performance hereof, including travel and per diem. Notwithstanding the foregoing and any other provisions in this Contract, the total amount of payments by County to Consultant for costs/expenses shall not exceed \$78,878 per year.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of

Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

3. Delete Section F.3 of the Contract in its entirety and replace with the following:

### **F.3 Billable Fees/Costs and Expectations**

#### **F.3.1 Peter J. Leeson**

For all onsite consulting services provided by Peter J. Leeson, D.O. ("Dr. Leeson") at ARMC or other facilities/locations specifically requested by ARMC, Consultant shall bill County (1) a maximum daily fee of \$3,200 per day for each full day (at least 8 hours onsite) of onsite services provided by Dr. Leeson, and (2) reasonable travel expenses incurred by Dr. Leeson (from a location mutually agreed upon by both parties) to ARMC or any other location requested by ARMC, and any other reasonable travel expenses for travel approved by ARMC.

For all offsite consulting services provided by Dr. Leeson, Consultant may bill County a maximum of \$320.00 per hour plus reasonable Direct Costs incurred directly by Dr. Leeson for services performed under this Contract.

#### **F.3.2 Cynthia Harlowe**

For all onsite consulting services provided by Cynthia Harlowe, RN at ARMC or other facilities/locations specifically requested by ARMC, Consultant shall bill County (1) a maximum daily fee of \$2,900 per day for each full day (at least 8 hours onsite) of onsite services provided by Ms. Harlowe, and (2) reasonable travel expenses incurred by Ms. Harlowe (from a location mutually agreed upon by both parties) to ARMC or any other location requested by ARMC, and any other reasonable travel expenses for travel approved by ARMC.

For all offsite consulting services provided by Ms. Harlowe, Consultant may bill County a maximum of \$290.00 per hour plus reasonable Direct Costs incurred directly by Ms. Harlowe for services performed under this Contract.

#### **F.3.3 Services by Consultant's Other Employees/Subcontractors**

For all onsite consulting services performed by Consultant's employees and/or subcontractors (approved by the County) at ARMC or other facility/location specifically requested by ARMC, Consultant shall bill County (1) a maximum daily fee of \$2,400 per day for each full day (at least 8 hours onsite) of onsite services provided, and (2) reasonable travel expenses incurred by the employee/approved subcontractor (from a location mutually agreed upon by both parties) to ARMC or any other location requested by ARMC, and any other reasonable travel expenses for travel approved by ARMC.

For all offsite consultant services provided by Consultant's employees and/or subcontractors (approved by the County), Consultant may bill County a maximum of \$240.00 per hour plus reasonable Direct Costs incurred directly by the employee/subcontractor for services performed under this Contract.

4. All capitalized terms not defined herein shall have the same meanings subscribed to them in the Contract.
5. All other terms and conditions of Agreement 20-897 shall remain in full force and effect.
6. This Amendment No. 1 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.

**IN WITNESS WHEREOF**, San Bernardino County on behalf of Arrowhead Regional Medical Center and Consultant have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center

PETER J. LEESON, D.O., INC.

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

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

Name Peter J. Leeson, D.O.

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title \_\_\_\_\_  
*(Print or Type)*

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

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
Charles Phan, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Date \_\_\_\_\_