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
3rd Year CUSM, SGU, and WUHS Students	$350 per week per student (Paid Quarterly)	Variable
4th 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

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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 _____
Deputy

CEP AMERICA – CALIFORNIA

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

By ►

(Authorized signature - sign in blue ink)

Name _____
(*Print or type name of person signing contract)*

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Charles Phan, Deputy County Counsel		William L. Gilbert, Director
Date _____	Date _____	Date _____

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-subsidiary 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:

_____

3. Name of agent of Contractor:

Company Name	Agent(s)

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

Company Name	Contact

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):

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

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.