



**Contract Number**  
19-398 A-5

**SAP Number**  
4400011657

## Department of Public Health

<b>Department Contract Representative</b>	Rebecca Saucedo
<b>Telephone Number</b>	(909) 725-5426
<b>Contractor</b>	California University of Science and Medicine (CUSM)
<b>Contractor Representative</b>	Heather Ransom
<b>Telephone Number</b>	(909) 566-2669
<b>Contract Term</b>	July 1, 2019 through December 31, 2025
<b>Original Contract Amount</b>	\$19,473,711
<b>Amendment Amount</b>	\$1,779,872
<b>Total Contract Amount</b>	\$21,253,583
<b>Cost Center</b>	9300051000
<b>Grant Number (if applicable)</b>	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 5

It is hereby agreed to amend Contract No. 19-398, effective July 1, 2025, as follows:

### SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

#### Paragraph D, Item 18 is amended as follows:

18. CUSM will provide a physician to provide scheduled coverage for pediatric assigned patient visits, well child visits, new patients, sports physicals, eight (8) hours per week. However, routine walk-in pediatric patients will be seen as currently provided.

**Paragraph G, is amended to read as follows:**

- G. For Pediatric Services, the Contractor shall:
1. Provide comprehensive pediatric care services 8:00 a.m. to 12:00p.m., at each of the locations below. The days and time of providing services are subject to change based on patient need and volume. The schedule is to be coordinated with the DPH Clinic Operations Section.
    - a. High Desert Region
      - Apple Valley Head Start School Based Service Site  
13589 Navajo Rd., Ste. 104  
Apple Valley, CA 92308  
(4 hours on the first and third Tuesday morning of each month)
    - b. Valley Region
      - Ontario Maple Head Start School Based Service Site  
555 W. Maple Street  
Ontario, CA 91764  
(4 hours per week, as necessary, in the event that no additional coverage is provided by another contractor)
  2. Eight (8) patient contact hours biweekly from the Ontario and Hesperia FQHCs will be directed toward the Ontario and Apple Valley SBSSs, respectively.

**SECTION V. FISCAL PROVISIONS**

**Paragraph A and B, are amended to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$21,253,583, of which a portion may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. It includes the original contract and subsequent amendments.

Original Contract	\$7,667,464	July 1, 2019 through June 30, 2022
Amendment No. 1	\$3,368,343	July 1, 2022 through June 30, 2023
Amendment No. 2	\$3,630,080	July 1, 2023 through June 30, 2024
Amendment No. 3	\$4,807,824	July 1, 2024 through June 30, 2025
Amendment No. 4	\$0.00	July 1, 2024 through June 30, 2025
	(Updated Contract Language)	
Amendment No. 5	\$1,779,872	July 1, 2025 through December 31, 2025

- B. Payment for services shall be reimbursed, effective July 1, 2025, at the following rates:

Region/DPH FQHC Sites	Provider	July 1, 2024 – June 30, 2025
<u>Desert Region</u> <ul style="list-style-type: none"> <li>Adelanto</li> <li>Hesperia</li> </ul>	Physicians	\$290 per hour
	Mid-levels	\$171 per hour
<u>Valley Region</u> <ul style="list-style-type: none"> <li>Ontario</li> <li>San Bernardino</li> </ul>	Physicians	\$256 per hour
	Mid-levels	\$169 per hour
<u>Training</u>  *Annual Max 240 hours	Physicians	\$256 per hour
	Mid-levels	\$169 per hour
<u>Refugee</u> (2 days per week) *Annual Max 832 hours	Mid-levels	\$169 per hour
<u>Psychiatrist</u> (20 hours per week) *Annual Max 1040 hours	Contract Psychiatrist	\$318 per hour
	Total Per Year	\$4,807,824

In the event that Contractor fails to comply with the requirements of the contract and does not provide coverages as stipulated, a reduction in payment equivalent to the number of hours the physician/mid-level is absent and/or not providing services, must be applied to the submitted monthly invoice.

Schedule template will be mutually agreed upon and increases or changes in coverage will be mutually agreed upon and not be considered failed compliance with contract.

In the event of non-performance and/or failure to provide physician coverage or mid-level coverage as stipulated, a fixed amount equal to the cost of their scheduled assignment for that day. Not to exceed two thousand dollars (2,000) per day shall be assessed for liquidated damages, should the following occur:

1. Absent physician or mid-level practitioner without replacement provider for same day call offs.
2. Failure to replace absent physician/mid-level practitioner for any pre-approved/anticipated time off.
3. Noncompliance does not apply when a physician is covering a mid-level or when a mid-level covers a physician in an unanticipated same day call-off or illness. Any subsequent days will be considered noncompliance thereafter. Hourly rates will be charged at the mid-level pay rate for physician coverage.
4. Failure to replace a physician with another physician at the Adelanto Health Center for any pre-approved/anticipated time off.

## **SECTION VIII. TERM**

### **Amend to read as follows:**

This Contract is effective as of July 1, 2019 and is extended from its amended expiration date of June 30, 2025, to expire on December 31, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

All other terms and conditions of Contract No. 19-398 remain in full force and effect.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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

California University of Science and Medicine  
*(Print or type name of corporation, company, contractor, etc.)*

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

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

Title President  
*(Print or Type)*

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

Address On File  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Adam Ebright, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Joshua Dugas, Director of Public Health

Date \_\_\_\_\_