



**Contract Number**  
**19-398 A-3**

**SAP Number**  
**4470011657**

## Department of Public Health

<b>Department Contract Representative Telephone Number</b>	<u>Dominic Correra</u> <u>(909) 832-0975</u>
<b>Contractor</b>	<u>California University of Science and Medicine (CUSM)</u>
<b>Contractor Representative Telephone Number</b>	<u>Heather Ransom</u> <u>(909) 566-2669</u>
<b>Contract Term</b>	<u>July 1, 2019 through June 30, 2025</u>
<b>Original Contract Amount</b>	<u>\$14,665,887</u>
<b>Amendment Amount</b>	<u>\$4,807,824</u>
<b>Total Contract Amount</b>	<u>\$19,473,711</u>
<b>Cost Center</b>	<u>9300051000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 3**

It is hereby agreed to amend Contract No. 19-398, effective July 1, 2024, as follows:

**SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES**

**Paragraph D, Item 17, is renumbered to be Item 18 and read as follows:**

- 18. Upon mutual agreement, CUSM will provide a mid-level provider and/or physician to provide scheduled coverage for pediatric assigned patient visits, well child visits, new patients, sports physicals, eight (8) hours per week, in the event contracted pediatric provider services are not met. However, routine walk-in pediatric patients will be seen as currently provided.

**Add Paragraph D, Item 19, to read as follows:**

- 19. Agree to provide one additional physician to work forty (40) hours per week, to provide support at the Hesperia Health Center.

**SECTION V. FISCAL PROVISIONS**

**Amend Paragraph A to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$19,473,711, 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 Contact	\$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

**Amend Paragraph B to read as follows:**

- B. Payment for services shall be reimbursed, effective July 1, 2024, at the following rates:

Region/DPH FQHC Sites	Provider	July 1, 2024 – June 30, 2025
<u>Desert Region</u> • Adelanto • Hesperia	Physicians	\$290 per hour
	Mid-levels	\$171 per hour
<u>Valley Region</u> • Ontario • San Bernardino	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
<u>Physician</u> • Hesperia	Physician	\$TBD; not to exceed Desert Region rate for physicians
	<b>Total Per Year</b>	<b>\$4,807,824</b>

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 midlevel covers a physician in an unanticipated same day call-off or illness. Any subsequent days will be considered noncompliance thereafter. Hourly rate 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.

**Amend SECTION VIII. TERM to read as follows:**

This Contract is effective as of July 1, 2019 and is extended from its amended expiration date of June 30, 2024, to expire on June 30, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

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

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 1501 Violet Street  
Colton, CA 92324

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Adam Ebright, County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Patty Steven, HS Contracts  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Joshua Dugas, Director  
Date \_\_\_\_\_