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SAN BERNARDINO COUNTY

Contract Number

19-398 A-2

SAP Number

4470011657

Department of Public Health

Department Contract Representative	Lisa Ordaz, HS Contracts
Telephone Number	(909) 388-0222
Contractor	California University of Science and Medicine (CUSM)
Contractor Representative	Heather Ransom
Telephone Number	(909) 566-2669
Contract Term	July 1, 2019 through June 30, 2024
Original Contract Amount	$11,035,807
Amendment Amount	$ 3,630,080
Total Contract Amount	$14,665,887
Cost Center	9300051000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

It is hereby agreed to amend Contract No. 19-398, effective July 1, 2023, as follows:

SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Paragraph D, Item 17, is added to read as follows:

17. 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.

SECTION V. FISCAL PROVISIONS

Amend Paragraph A to read as follows:

A. The maximum amount of payment under this Contract shall not exceed $14,665,887, 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

Amend Paragraph B to read as follows:

B. Payment for services shall be reimbursed, effective July 1, 2023, at the following rates:

Region/DPH FQHC Sites	Provider	July 1, 2023 – June 30, 2024
Desert Region • Adelanto • Hesperia	Physicians	$279 per hour
	Mid-levels	$164 per hour
Valley Region • Ontario • San Bernardino	Physicians	$245 per hour
	Mid-levels	$162 per hour
Training *Annual Max 240 hours	Physicians	$245 per hour
	Mid-levels	$162 per hour
Refugee (2 days per week) *Annual Max 832 hours	Mid-levels	$162 per hour
Psychiatrist (20 hours per week) *Annual Max 1040 hours	Contract Psychiatrist	$307 per hour
	Total Per Year	$3,630,080

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.

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 ($2000) 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. Non-compliance with having a physician/mid-level practitioner team at the Hesperia, Ontario, and San Bernardino Health Centers.
4. Noncompliance does not apply when a physician is covering a mid-level. Hourly rate will be charged at the mid-level pay rate.

SECTION VI. RIGHT TO MONITOR AND AUDIT

Amend Paragraph I to read as follows:

I. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAM	California University of Science and Medicine
UEI	RJL8FAB3U8H3
FAIN	Not Applicable

Amend <u>SECTION VIII. TERM</u> to read as follows:

This Contract is effective as of July 1, 2019 and is extended from its amended expiration date of June 30, 2023, to expire on June 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

SECTION XI. CONCLUSION

Add Paragraph C to read as follows:

C. 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.

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

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

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 ► Paul Lyons
(Authorized signature - sign in blue ink)

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

Title President
(Print or Type)

Dated: May 9, 2023

Address 1501 Violet Street

Colton, CA 92324

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
► Adam Ebright
6EC5599C63614E1...
Adam Ebright, County Counsel
Date May 10, 2023

Reviewed for Contract Compliance
DocuSigned by:
► Patty Steven
BE400D79EB5648B...
Patty Steven, HS Contracts
Date May 10, 2023

Reviewed/Approved by Department
DocuSigned by:
► Joshua Dugas
30C7CC0E4C9E4CE...
Joshua Dugas, Director
Date May 10, 2023