



**Contract Number**

**SAP Number**  
4400025446

## Department of Public Health

<b>Department Contract Representative</b>	<u>Rebecca Saucedo</u>
<b>Telephone Number</b>	<u>(909)725-5426</u>
<b>Contractor</b>	<u>Faculty Physicians and Surgeons of LLUSM</u>
<b>Contractor Representative</b>	<u>Lynette Lopez</u>
<b>Telephone Number</b>	<u>(909) 558-4000 ext. 87135</u>
<b>Contract Term</b>	<u>07/01/2024-06/30/2027</u>
<b>Original Contract Amount</b>	<u>\$671,448</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$671,448</u>
<b>Cost Center</b>	<u>9330001000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County, Department of Public Health hereafter referred to as "County", desires Physicians Services; and

**WHEREAS**, the County has been allocated funds by Realignment Funds and State Aid to provide such services, and

**WHEREAS**, the County finds Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group (LLUFMG), hereafter referred to as "Contractor" qualified to provide Physician Services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

- A.1** Administrative Services - For purposes of this Contract, this is defined as non-patient hours, time spent for Contractors to participate in meetings, peer reviews, trainings, development of policies and procedures, and outcomes.
- A.2** Board Certified Physician - A licensed physician who has been granted certification in a specialty or subspecialty by the American Board of Medical Specialties (ABMS). Board certification demonstrates a physician's exceptional expertise in a particular specialty and/or subspecialty of medical practice. Often considered the "gold standard" for treatment.
- A.3** Board Eligible Physician - A licensed physician who has completed the requirements of board certification in a specialty or subspecialty as described by the ABMS.
- A.4** Department of Public Health (DPH) - The San Bernardino County department that provides health and educational services to the residents of San Bernardino County and operates the Medical Therapy Unit.
- A.5** Electronic Health Record (EHR) - An electronic health record, or electronic medical record, is the systematized collection of patients electronically stored health information. Records are shared through network-connected, enterprise-wide information systems or other information networks and exchanges.
- A.6** EHR Documentation - Electronic documentation is the communication tool used by and between providers. Documenting a patient's medical record with all relevant and important facts, and having that information readily available, allows providers to furnish correct and appropriate services that can improve quality, safety, and efficiency.
- A.7** Health Resources and Services Administration (HRSA) - Agency of the U.S. Department of Health and Human Services. It is the primary federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable.
- A.8** Human Services (HS) - The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- A.9** Locum Tenens - Providers used to fill in for a part-time absence of another provider (e.g., on a day off or to cover for a vacation, sick leave, or the Family and Medical Leave Act (FMLA).
- A.10** Medical Therapy Conference (MTC) – Comprised of the client and caregiver/family, PT, OT, and MTC Physician, is an interdisciplinary team meeting where the child's rehabilitation case management regarding the MTP eligible condition is determined.
- A.11** Medical Therapy Program (MTP) – Operated by local health departments to provide physical therapy, occupational therapy, and medical therapy conference services for children and young adults age birth to 21 years old who have MTP eligible conditions.
- A.12** Medical Therapy Units (MTUS) – Outpatient rehabilitation clinics located in designated public schools.
- A.13** Occupational Therapy (OT) – Therapy services to address self-help skills or Activities of Daily Living (ADLs) needs.
- A.14** Physical Therapy (PT) – Therapy services to address mobility and ambulation needs.

- A.15** Physician - Pediatric physiatrists, orthopedists, or pediatricians with years of experience working with children with eligible conditions.
- A.16** Virence Practice Solutions - A fully integrated Electronic Medical Record (EMR) and Practice Management (PM) system designed to help DPH enhance clinical and financial productivity of its ambulatory practice and will be used at the FQHCs.
- A.17** Visit - A visit is a documented, face-to-face contact or telehealth, between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services: It includes a scheduled or walk-in appointment (regardless of length of time) to obtain physician services.

**B. CONTRACTOR SERVICE RESPONSIBILITIES**

- B.1** Contractor shall:
  - A. Provide the services as identified and delineated in the Scope of Work (Attachment A).
  - B. Establish mechanisms to track data and services provided.
  - C. Meet required reporting requirements and complete associated forms as necessary.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to

work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The CCS Program Manager or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and

assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 Reserved**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.



**C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

The Contractor reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the County for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall promptly discontinue services unless the notice directs otherwise. County shall deliver promptly to Contractor and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the

employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer

material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**C.45 Reserved**

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Reserved**

**C.48 Reserved**

**C. 49 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**C.50 Reserved**

**C.51 Reserved**

**D. TERM OF CONTRACT**

This Contract is effective as of 07/01/2024 and expires 06/30/2027 but may be terminated earlier in accordance with provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

**E.1** Refer DPH patients that need MTP services to Contractor at designated medical therapy units.

**E.2** Work with Contractor to develop a monthly schedule for each health center based upon actual patient volume and need.

**E.3** Assign a contact to handle clinical issues that may arise in the performance of the Contract.

**E.4** Assign a liaison to work with Contractor to provide consultation and technical assistance in carrying out the terms of the Contract. This includes having a quarterly meeting with the Contractor.

**E.5** Compensate the Contractor at the rates specified in Section F of the Contract.

**E.6** County shall be responsible for damage caused by his/her staff to personal property of Contractor employees. Such repairs shall be made immediately after the County becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the County fails to make timely repairs after fifteen (15) days' notice, the Contractor may make any necessary repairs. For such repairs, the County shall repay all costs incurred by the Contractor, by cash payment upon demand.

## **F. FISCAL PROVISIONS**

**F.1** The maximum amount of reimbursement under this Contract shall not exceed \$671,448 in the three-year term (\$223,816 per year) of which may be federally funded and shall be subject to availability of other 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.

**F.2** Payment shall be made on a reimbursement basis, consistent with the Program Budget (Attachment C) and based on invoices submitted by Contractor. Invoices shall include, at minimum, a breakdown of services rendered consistent with the Scope of Work. CMS 1500 claim forms will not be accepted in lieu of an invoice.

Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice and shall be processed with a net sixty (60) day payment term following approval by County.

Payment to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the required reports and invoices. Expenditures for services submitted by the Contractor for reimbursement must be consistent with the approved Budget (Attachment A).

Invoices must be submitted no later than fifteenth (15<sup>th</sup>) day of each month for services rendered in the previous month. Invoices shall be issued with the corresponding SAP Contract and/or Purchase Order number stated on the invoices and shall be processed with a net sixty (60) day payment term following approval by County. Late and/or incorrect invoices will result in delayed payment. Invoices, and any supporting documentation, are to be mailed to:

Department of Public Health  
California Children's Services  
Attn: CCS Accountant  
150 E Holt Blvd, 3<sup>rd</sup> Floor  
Ontario, CA 91761

**F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not submit for reimbursement any claims already submitted directly to Med-Cal for reimbursement. Contractor shall not use current year funds to pay prior or future year obligations.

**F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

**F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1**

- Contractor shall defend, indemnify, and hold County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees and agents.
- County shall indemnify and hold Contractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
- In the event that Contractor or County is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, the Contractor and/or County shall indemnify the other to the extent of its comparative fault.
- The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.
- Contractor may satisfy its insurance obligations under Section G herein through participation in a program of self-insurance.

### **G.2 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### **G.3 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.4 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.5 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.6 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.7 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.8 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance with prior written notice before invoking to eliminate any potential dispute..

**G.9 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.10** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.10.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

- G.10.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.10.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.10.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.10.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.10.6 Reserved**

**G.10.7 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as regulatory fines and penalties.

**Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or



- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Department of Public Health  
California Children's Services  
Attn: CCS Accountant  
150 E Holt Blvd 3<sup>rd</sup> Floor  
Ontario, CA 91761

Faculty Physicians and Surgeons of LLUSM dba  
Loma Linda University Faculty Medical Group  
11175 Campus Street, Suite 11120  
Loma Linda, CA 92354

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

**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 Supervisor  
of the San Bernardino County

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

Faculty Physicians and Surgeons of LLUSM

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

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

Name Ricardo Peverinig, M.D.  
(Print or type name of person signing contract)

Title President  
(Print or Type)


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

Address \_\_\_\_\_

\_\_\_\_\_

**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 \_\_\_\_\_

**ATTACHMENT A**  
Scope of Work – Faculty Physicians and  
Surgeons of LLUSM

Agency Name	Faculty Physicians and Surgeons of LLUSM
Service	California Children's Services Medical Therapy Conferences (MTC); both Orthopedic and Pediatric Conferences
Term	June 30, 2027
Service	Physicians are to act as the MTC team leader and make final determination of the child's MTC plan of care. Specific responsibilities include review of the child's medical and therapy history, confirmation of Medical Therapy Program (MTP) eligible condition through examination and documentation of clinical findings, development of prescriptions, identification of need for specialty referrals, and communication with care providers.
Service Area	San Bernardino County
Population/Demographic to Be Served	The California Children's Services Medical Therapy patient population of children under the age of 21 with CCS-Eligible medical conditions. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease, cancer, traumatic injuries, and infectious diseases producing major sequelae.
Setting	The California Children's Services Medical Therapy Units operate out of various San Bernardino County school districts. See List of CCS Medical Therapy Unit (Attachment B)

**Scope of Work:**

**Orthopedic Conference**

**Before the MTC**

- A. Confirm date and time of the MTC with the CCS Medical Therapy Unit.
- B. Review material or patient medical records which need attention prior to meeting with the MTC team.

**During the MTC**

**Medical Therapy Conference Team Members Currently in Place:** Orthopedist, Pediatrician, Nurse, Social Worker, Unit Supervisor, Staff Therapists, Patient's Family, Orthotist, IRC Representative (attends upon parent request), LEA Representative (does not attend regularly).

- I. Role of the Physician:
  - A. Review medical history and medical concerns with parent.
  - B. Review medical status, therapy status, medications and functional status. Examine the child.
  - C. Discuss/propose plan of action for the various concerns discussed.
  - D. Document findings and discussion with family and other team members.
  - E. Determine the overall MTP plan of care and identify need for referral to other appropriate medical providers.
- II. Role of the Unit Supervisor:
  - A. Schedule the patients assigned to the clinic.
  - B. Notify LEA of MTC appointments (if necessary)
  - C. Coordinate clinic and team members.
  - D. Initiate paperwork for referrals generated by physician that require CCS action.
  - E. Complete MTC summary letter, providing family with a summary of recommendations made during clinic.
  - F. Review with parent the right to appeal when there is disagreement with the CCS approved therapy plan.

### III. Role of the Orthotist:

- A. Provide consultation to the orthopedist regarding orthotic needs of child. Provide updated information regarding current orthoses (if his/her facility is the provider of choice for the family).
- B. Suggest specific wording to be included in the prescription when new or replacement orthoses are being requested.

### **After the MTC**

- A. Be available to MTU staff for consultation by phone to provide clarification of specific child related to therapy concerns.
- B. Provide communication with other medical specialists when necessary.
- C. Sign each child's MTC team report (team findings, medical evaluation and recommendations).

### **Pediatric Conference**

### **Before the MTC**

- A. Confirm date and time of the MTC with the CCS Medical Therapy Unit.
- B. Review material or patient medical records which need attention prior to meeting with the MTC team.

### **During the MTC**

**Medical Therapy Conference Team Members Currently in Place:** Orthopedist, Pediatrician, Nurse, Social Worker, Unit Supervisor, Staff Therapists, Patient's Family, Orthotist, IRC Representative (attends upon parent request), LEA Representative (does not attend regularly).

### I. Role of the Physician:

- A. Review medical history and medical concerns with parent.
- B. Review medical status, therapy status, medications and functional status.
- C. Examine the child.
- D. Discuss/propose plan of action for the various concerns discussed.
- E. Document findings and discussion with family and other team members.
- F. Determine the overall MTP plan of care and identify need for referral to other appropriate medical providers.

### II. Role of the Nurse:

- A. Meet with family and review current medical concerns or needs (see attachment A for areas that are usually addressed).
- B. Update physician on medical issues or concerns that may need referrals initiated at conference.
- C. Follow-up on medical referrals (nutritionist, dentist, urologist, Botox request, diapers request, etc).
- D. Participate in post clinic wrap-up meeting to outline recommendations and referrals made in the conference and to verify who will track requests.

### III. Role of the Social Worker:

- A. Meet with the family and explore family's needs for additional resources, transportation needs, etc.
- B. Update physician on any issues that might impact medical care or follow through.
- C. Provide family with contact list for assigned CCS PHN and CCS social worker, etc.
- D. Address transition plan and conservatorship options with patient/family for patients 16 or older.

### IV. Role of the Unit Supervisor:

- A. Schedule the patients assigned to the clinic.
- B. Notify LEA of MTC appointments (if necessary)
- C. Coordinate clinic and team members.
- D. Initiate paperwork for referrals generated by physician that require CCS action.
- E. Complete MTC summary letter, providing family with a summary of recommendations made during clinic.
- F. Review with parent the right to appeal when there is disagreement with the CCS approved therapy plan.
- G. In collaboration with SW team member- review transition plan and conservatorship options with patient/family for patients 16 or older.

### **After the MTC**

- A. Be available to MTU staff for consultation by phone to provide clarification of specific child related to therapy concerns.
- B. Provide communication with other medical specialists when necessary.
- C. Sign each child's MTC team report (team findings, medical evaluation and recommendations).

## ATTACHMENT B

### CALIFORNIA CHILDREN'S SERVICES MEDICAL THERAPY UNITS

<b>Barstow MTU</b>  2020 Monterey Avenue Barstow, CA 92311-6713  Office: (760) 252-2258 Fax: (909) 381-8468	<b>Carmack MTU</b>  4777 North State Street San Bernardino, CA 92407-3321  Office: (909) 880-6611 Fax: (909) 381-8460	<b>Colton MTU</b>  485 Agua Mansa Road Colton, CA 92324-3325  Office: (909) 433-4752 Fax: (909) 381-8461
<b>Etiwanda MTU</b>  12860 Banyan Street Etiwanda, CA 91739-9466  Office: (909) 463-3010 Fax: (909) 381-8462	<b>Fontana MTU</b>  11155 Almond Avenue G112 Fontana, CA 92337-7113  Office: (909) 357-5900 ext.14350 Fax: (909) 381-8463	<b>Montclair MTU</b>  4825 Moreno Street Montclair, CA 91763-1419  Office: (909) 445-1665 (909) 445-1671 Fax: (909) 381-8464
<b>Redlands MTU</b>  1451 East Pennsylvania Avenue Redlands, CA 92374-4734  Office: (909) 307-2441 Therapist Voicemail: (909) 307-2440 Fax: (909) 381-8465	<b>Siegrist MTU</b>  15922 Willow Street Hesperia, CA 92345-2848  Office: (760) 244-7999 ext.223 Fax: (909) 381-8466	<b>Yucca Mesa MTU</b>  3380 Avalon Avenue Yucca Valley, CA 92284  Office: (760) 369-6315 Fax: (909) 381-8467

# ATTACHMENT C

## BUDGET

Agency Name: Loma Linda Medical Center  
 Service Name: CCS Medical Therapy Unit - Conference Clinics  
 Service Area: San Bernardino County (low and high desert)  
 Term: July 1,2024 through June 30, 2027

Hourly Rate: \$235.00  
 Half Day is equivalent to: 4 hours

Budget Category					Annual Cost	Contract Cost
Services						
Carmack Medical Therapy Unit - 52 conference clinics/half days per fiscal year, equivalent to 208 hours per fiscal year					\$ 48,880	\$ 146,640
Colton Medical Therapy Unit - 22 conference clinics/half days per fiscal year, equivalent to 88 hours per fiscal year					20,680	62,040
Etiwanda Medical Therapy Unit - 12 conference clinics/half days per fiscal year, equivalent to 48 hours per fiscal year					11,280	33,840
Fontana Medical Therapy Unit - 34 conference clinics/half days per fiscal year, equivalent to 136 hours per fiscal year					31,960	95,880
Montclair Medical Therapy Unit - 32 conference clinics/half days per fiscal year, equivalent to 128 hours per fiscal year					30,080	90,239
Redlands Medical Therapy Unit - 18 conference clinics/half days per fiscal year, equivalent to 72 hours per fiscal year					16,920	50,760
Siegrist Medical Therapy Unit - 48 conference clinics/half days per fiscal year, equivalent to 192 hours per fiscal year					45,120	135,360
Yucca Mesa Medical Therapy Unit - 12 conference clinics/half days per fiscal year, equivalent to 48 hours per fiscal year					\$ 11,280	\$ 33,840
Total Services					\$ 216,200	\$ 648,599
Travel						
Services	Round Trip Miles	Number of Half Days	Total Miles	Mileage Rate*		
Carmack Medical Therapy Unit	24	52	1248	Reimbursed at Current IRS Mileage Rate	\$ 874	\$ 2,622
Colton Medical Therapy Unit	14	22	308		\$ 216	647
Etiwanda Medical Therapy Unit	46	12	552		\$ 386	1,159
Fontana Medical Therapy Unit	32	34	1088		\$ 762	2,285
Montclair Medical Therapy Unit	56	32	1792		\$ 1,254	3,763
Redlands Medical Therapy Unit	18	18	324		\$ 227	680
Siegrist Medical Therapy Unit	80	48	3840		\$ 2,688	8,064
Yucca Mesa Medical Therapy Unit	144	12	1728		\$ 1,210	\$ 3,629
Total Travel					\$ 7,616	\$ 22,849
Total Budget					\$ 223,816	\$ 671,448

\* Mileage rate budgeted at 0.70 cents per mile to account for a possible IRS mileage rate increase for calendar years 2025 to 2027.