



**Contract Number**

20-173 A-1

**SAP Number**

4400013574

**Department of Public Health**

<b>Department Contract Representative Telephone Number</b>	<u>Lisa Ordaz, HS Contracts</u> <u>(909) 388-0222</u>
<b>Contractor</b>	<u>Faculty Physicians and Surgeons of</u> <u>LLUSM dba Loma Linda University</u> <u>Faculty Medical Group</u>
<b>Contractor Representative Telephone Number</b>	<u>Ricardo Peverini, MD</u> <u>(909) 588-5582</u>
<b>Contract Term</b>	<u>July 1, 2020 through June 30, 2024</u>
<b>Original Contract Amount</b>	<u>\$2,698,920</u>
<b>Amendment Amount</b>	<u>\$ 918,000</u>
<b>Total Contract Amount</b>	<u>\$3,616,920</u>
<b>Cost Center</b>	<u>9300051000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 20-173, effective July 1, 2023, as follows:

**SECTION I. DEFINITIONS**

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

- O. Athena Practice – 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.

**Add Paragraph R to read as follows:**

- R. School Based Service Sites (SBSS) – Health center sites offering services such as primary care provided at or on the grounds of designated school sites.

## **SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES**

### **Amend Paragraph A, Item 2 to read as follows:**

- A. Provide board-certified physicians or board eligible (Pediatricians) to meet the need of providing services at DPH designated sites. At least one Pediatrician will work a minimum of twenty (20) hours per week at each health center (to include the SBSS) which includes a minimum of eighteen (18) patient contact hours and two (2) non-patient contact hours. Pediatricians providing services must:
  - 2. If a Physician has less than one (1) year of post-residency experience, he/she will be supervised by an identified board-certified Pediatrician, to include monthly chart audits (minimum ten (10) charts) for six (6) months or longer if performance indicates the need.

### **Add Paragraph C to read as follows:**

- C. Provide comprehensive Pediatric services at School Based Service Sites (SBSS) during regular business hours, Monday through Thursday, 8:30 a.m. to 5:30 p.m., and on Friday, 8:00 a.m. to 5:00 p.m., at designated school sites.

The days and times of providing services are subject to change based on patient need and volume. Schedule to be coordinated with DPH Clinic Operations Section.

### **Amend Paragraphs L and O to read as follows:**

- L. Use Athena Practice (DPH's EHR) to manage care for FQHC patients by providing accurate, up-to-date, and complete information at the point of care.
- O. Provide coverage for vacation, sick days, and during other scheduled absences. This includes providing timely (within seventy-two (72) hours) notice of absence when providers will be unavailable. Provide coverage, as able, for unscheduled absences when less than seventy-two (72) hours notice is given by Physician. Maintain contracted approved staffing plan and schedule throughout the contract. All replacement staff to be the same level of discipline and experience. Failure to provide such coverage will result in a reduction in payment to the Contractor equivalent to the number of hours the provider is absent and/or not providing services.

### **Add Paragraphs Z and AA to read as follows:**

- Z. Contractor will adhere to DPH patient scheduling allowances (double bookings) to accommodate high no-show rates and or productivity standards less than baseline.
- AA. In the event that Contractor fails to provide adequate coverages as stipulated in the Contract, the County reserves the right to allow the scheduling of alternate physician and or midlevel providers to ensure that pediatric patients are provided services.

## **SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

### **Amend Paragraph BB, Item 3 to read as follows:**

- 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format.

The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment E) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

## SECTION V. FISCAL PROVISIONS

**Amend Paragraphs A, B and C to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$3,616,920 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	\$2,698,920	July 1, 2020 through June 30, 2023
Amendment No. 1	\$ 918,000	July 1, 2023 through June 30, 2024

- B. Payment for services shall be at the following rates:

<b>DPH Health Center or Designated Site</b>	<b>Hourly Rate for Pediatric Physician Services</b>
Adelanto Federally Qualified Health Center	\$260.00
Hesperia Federally Qualified Health Center	\$260.00
Ontario Federally Qualified Health Center	\$195.00
San Bernardino Federally Qualified Health Center	\$195.00
Ontario Maple School Based Service Site	\$195.00
Apple Valley School Based Service Site	\$260.00

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 is absent and/or not providing services will be applied to the invoice.

- C. Contractor shall provide an invoice once a month to the County no later than the tenth day of the month following the month of service. The invoice shall, at a minimum, contain the following information: Contract number, service date(s) and services rendered, including physician hours of work. Invoices shall be submitted to:

San Bernardino County Department of Public Health  
Attn: Clinic Operations, Fiscal Assistant  
172 W. Third Street  
San Bernardino, CA 92415

## 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	Faculty Physicians and Surgeons of LLUSM
UEI	079100003
FAIN	H2E45616

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

This Contract is effective as of July 1, 2020 and is extended from its original 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. The Contract term may be extended for one (1) additional one (1) year period by mutual agreement of the parties.

## SECTION XI. CONCLUSION

### Add Paragraph C and Paragraph D 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this Amendment to be subscribed to by the Clerk thereof, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

### **ATTACHMENT E – ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS (Added)**

All other terms and conditions of Contract No. 20-173 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

Faculty Physicians and Surgeons of LLUSM dba  
Loma Linda University Faculty Medical Group  
\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

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

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

Title President  
\_\_\_\_\_  
(Print or Type)

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

Address 11175 Campus Street, Suite 1120  
\_\_\_\_\_  
Loma Linda, CA 92354

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

## ASSURANCE OF COMPLIANCE STATEMENT

### ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Loma Linda University Faculty Medical Group

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to unlawful discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Loma Linda University Faculty Medical Group  
ORGANIZATION