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Contract Number

20-173 A-2

SAP Number

4400013574

Department of Public Health

Department Contract Representative	<u>LaTanya Mitchell</u>
Telephone Number	<u>(909) 665-2647</u>
Contractor	<u>Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group</u>
Contractor Representative	<u>Ricardo Peverini, MD</u>
Telephone Number	<u>(909) 558-4403</u>
Contract Term	<u>July 1, 2020 through June 30, 2025</u>
Original Contract Amount	<u>\$3,616,920</u>
Amendment Amount	<u>\$1,177,280</u>
Total Contract Amount	<u>\$4,794,200</u>
Cost Center	<u>9300051000</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

It is hereby agreed to amend Contract No. 20-173, effective July 1, 2024, as follows:

ATTACHMENTS:

Amend Attachments Section as follows:

ATTACHMENT D – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Amend A and J to read as follows:

Contractor shall:

- A. Provide board-certified physicians (Pediatricians) to meet the need of providing pediatric services at DPH designated sites. At least one Pediatrician will work a minimum of twenty (20) hours per week at the Adelanto Health Center, Ontario Health Center and San Bernardino Health Center

which includes a minimum of eighteen (18) patient contact hours and two (2) non-patient contact hours. One Pediatrician will work a minimum of thirty-two (32) hours per week at the Hesperia Health Center which includes a minimum of twenty-eight (28) patient contact hours and four (4) non-patient contact hours. Four (4) hours of Pediatrician time per week from the Ontario and Hesperia Health Centers will be directed towards time worked at the Ontario Maple and Apple Valley School Based Sites. Pediatricians providing services must:

1. Be licensed in the State of California and in good standing. They must be qualified for practicing the medical specialty of Pediatrics and/or its subspecialties.
2. Have a minimum of one (1) year of experience providing pediatric services.
3. Obtain and maintain the proper credentialing and background checks required for the provision of services, as required by FQHC designated Health Centers. This requirement must be met, verified, and approved by DPH prior to providing services.
4. Attend mandatory Department of Public Health and Clinic Operations Section New Employee Orientation, which includes EHR training, within two (2) weeks of coming on board. No providers can shadow or engage in any prerequisite patient care activities without completing this orientation and training.
5. Participate in all managed care programs sponsored by or approved by DPH.
6. Not compete with DPH by re-directing patients to private practice ventures.
7. Attend EHR training to become familiar with DPH's Electronic Health Record System.

J. Participate in managed care programs and initiatives (such as California Advancing and Innovating Medi-Cal [CalAIM] -Enhanced Care Management) sponsored by or approved by DPH.

SECTION V. FISCAL PROVISIONS

Amend Paragraphs A and B to read as follows:

A. The maximum amount of payment under this Contract shall not exceed \$4,794,200 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 and subsequent amendments:

Original Contract	\$2,698,920	July 1, 2020 through June 30, 2023
Amendment No. 1	\$ 918,000	July 1, 2023 through June 30, 2024
Amendment No. 2	\$1,177,280	July 1, 2024 through June 30, 2025

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

<u>DPH Health Center or Designated Site</u>	<u>Hourly Rate for Pediatric Physician Services</u>
Adelanto Federally Qualified Health Center	\$270.00
Apple Valley School Based Service Site	\$270.00
Hesperia Federally Qualified Health Center	\$270.00
Ontario Federally Qualified Health Center	\$215.00

Ontario Maple School Based Service Site	\$215.00
San Bernardino Federally Qualified Health Center	\$215.00

In the event that Contractor fails to comply with the requirements of the Contractor 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.

SECTION VIII. TERM

Amend Term to read as follows:

This Contract is effective as of July 1, 2020 and is extended from its previous expiration date of June 30, 2024, to a new amended expiration date of June 30, 2025, but may be terminated earlier in accordance with provisions of Section IX of the original Contract.

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 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 Agreement upon request.

All other terms and conditions of Contract No. 20-173 remain in full force and effect.

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

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



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

By ► *Ricardo Peverini*
(Authorized signature - sign in blue ink)

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

Title _____
(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*
Adam Ebright, Deputy County Counsel
Date May 13, 2024

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Joshua Dugas*
Joshua Dugas, Director
Date May 13, 2024



ATTACHMENT D

Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Faculty Physicians and Surgeons of LLUSM

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
n/a	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Faculty Physicians and Surgeons of LLUSM	Ricardo Peverini, M.D.	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
n/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
n/a	

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9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.