

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-204

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	City of San Bernardino
Contractor Representative	Nicolette Wilson
Telephone Number	(909) 384-5414
Contract Term	March 12, 2024 through March 11, 2027
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

Briefly describe the general nature of the contract: A non-financial Memorandum of Understanding with the City of San Bernardino to receive volunteers from the Retired and Senior Volunteer Program, for the period of March 12, 2024 through March 11, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles, Deputy County Counsel

Date **2/29/2024**

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

3/4/24



Memorandum of Understanding

This Memorandum of Understanding (this "MOU") contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between **City of San Bernardino on behalf of its Retired and Senior Volunteer Program (RSVP)** and the following agency and/or entitle (the "Station"):

Station Name: San Bernardino County on behalf of EIN: 95-6002748
Arrowhead Regional Medical Center

Station Site Address: 400 N. Pepper Avenue, Colton, CA 92324

Station Mailing Address: 400 N. Pepper Avenue, Colton, CA 92324

The *City of San Bernardino* and the *Station* may be referred to herein as the "**Parties**":

This MOU is effective from **the date** through **the third** This MOU may be amended
fully
executed **anniversary of**
("Effective **the Effective**
Date") **Date.**

in writing at any time with the concurrence of both parties.

Station Eligibility: To qualify as an AmeriCorps Seniors volunteer station, an agency, office, or department must self-certify that it is one of the following (Mark):

- ☐ Public, non-profit ☐ Private, non-profit ☐ Proprietary Health Care Agency
☒ Governmental Agency

Basic Provisions:

City of San Bernardino Retired and Senior Volunteer Program Responsibilities

1. Recruit, enroll, and interview AmeriCorps Seniors volunteers in RSVP.
2. Refer AmeriCorps Seniors volunteers in RSVP to the Station.
3. Review acceptability of volunteer assignments.
4. Instruct AmeriCorps Seniors volunteers in RSVP in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors RSVP and City of San Bernardino policies and procedures.
5. Furnish accident, personal liability, and excess automobile insurance coverage for enrolled volunteers, required by the AmeriCorps Seniors policies. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
6. Reimburse RSVP volunteers for transportation costs between their home and Station in accordance with AmeriCorps Seniors policies and availability of funding.

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7. Provide the RSVP volunteers orientation to the Station staff prior to placement, and at other times as needed. Including volunteer contact information and photo identification, if not provided by the station.
8. Periodically monitor volunteer activities at the Station to assess and/or discuss needs of volunteers and the Station.
9. Initiate publicity regarding RSVP.
10. Staff an Advisory Council to RSVP. Along with arrangement of appeals procedure to address problems arising between the volunteer, the Station, and RSVP.
11. **Designated staff member to serve as liaison with the Station:**

Name: Nicolette Wilson

Title: RSVP Program Coordinator

Phone: 909-258-5816

Email: Wilson_ni@sbcity.org

Station Responsibilities:

1. Interview and make final decisions on assignment of RSVP volunteers.
2. Perform background checks or other screenings, if required for assignment.
3. Implement orientation, in-service instruction, and/or special training of volunteers.
4. Furnish volunteers with materials required for assignment. These materials may include station uniform, photo I.D., and so on.
5. Provide supervision of volunteers on assignments. A Station Supervisor role must be appointed to support and oversee the volunteers and service activities. This staff member will be responsible for signing volunteer's timesheets. In addition, be point of contact for Retired and Senior Volunteer Program appointed staff member liaison. (List at end) Station must inform RSVP of any staff changes.
6. Provide volunteer assignment descriptions for each volunteer opportunity at the Station.
7. Provide adequate safety of volunteers and submit an annual assurance upon request to City of San Bernardino Retired and Senior Volunteer Program.
8. Report and investigate any accidents or injuries involving RSVP volunteers immediately to RSVP. All reports will be submitted in writing.
9. Ensure adequate health and safety provisions for the protection of volunteers.
10. Stations are required to inform RSVP and RSVP volunteers about health guidelines and policies and procedures regarding COVID-19.
11. In all publicity, written, physical, and digitally, that refers to RSVP Volunteers must include our program Retired and Senior Volunteer Program, as well as our sponsors City of San Bernardino and AmeriCorps Seniors.
12. **Reports – The Station shall:**
 - a. Timesheets: Report volunteer hours monthly on or before 10th of the following month. Insurance coverage is only effective with verified records of hours served. Must be signed by Station Staff Supervisor.
 - b. Progress Reports: Stations are required to complete a short bi-annual survey provided by RSVP documenting the impacts of services provided by volunteers. RSVP staff will connect each month for additional reporting.

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- c. **In-Kind Documentation:** Provide documentation and verification of in-kind contributions, such as meals, uniforms, mileage reimbursement, training expenses, and so on.

Other Provisions:

1. **Separation from Volunteer Service:** The Station may request the removal of an RSVP volunteer at any time. An RSVP volunteer may withdraw from their service at the Station at any time. The RSVP Staff, Station Staff, and volunteers are encouraged to communicate to resolve any concerns or conflicts, or take remedial action, including, but not limited to, placement with another station, or contacting the Advisory Council.
2. **Letters of Agreement:** For any in-home assignments, the Station will obtain a Letter of Agreement signed by the person or persons legally responsible for persons receiving service, and RSVP staff must sign and authorize assignment. The letter must list volunteer's activities and specify supervisory arrangement.
3. **Religious/Political Activities:** The Station will not assign RSVP volunteers to conduct or engage in religious, sectarian, or political activities.
4. **Displacement of Employee:** The Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
5. **Compensation:** Neither the Station nor RSVP will request to receive compensation from the beneficiaries of RSVP volunteers. RSVP volunteers will not receive a fee for service from beneficiaries.
6. **Accessibility and Reasonable Accommodation:** The Station will maintain the programs and activities to which RSVP volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or additions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
7. **Prohibitions of Discrimination:** The Station will not discriminate against RSVP volunteers, service beneficiaries, or in the operation of its program based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
8. **Termination of MOU:** This MOU may be terminated at any time by either Party by sending written notice of termination of the MOU to the other party.
9. **Governing Law/Venue:** This MOU shall be governed by and construed according to the laws of the State of California. The Parties acknowledge and agree that this MOU 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 MOU 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 MOU 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.
10. **Insurance:** Each Party represents that it is an authorized self-insured public entity for purposes of professional liability, general liability, automobile liability, and workers' compensation and warrant that through its insurance policies or programs of self-insurance, it has adequate

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coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

11. **Indemnification:** Station agrees to indemnify, defend (with counsel reasonably approved by RSVP) and hold harmless RSVP and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from Station's negligent acts or omissions which arise from Station's performance of its obligations under this MOU. RSVP agrees to indemnify, defend (with counsel reasonably approved by Station) and hold harmless Station and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from RSVP's negligent acts or omissions which arise from RSVP's performance of its obligations under this MOU. In the event RSVP and/or Station is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the MOU, RSVP and/or Station shall indemnify the other to the extent of its comparative fault.
12. **Assignment:** Neither Party may assign this MOU without the prior written consent of the other Party.

Designated staff member to serve as supervisor to volunteers, sign timesheets, and liaison with RSVP:

Name: Kimberly Fleming

Title: Volunteer Coordinator

Phone: 909-658-4865

Email: kfleming@armc.sbcounty.org

Signature: _____

Date: 02/01/202

Additional Staff Signature for Timesheets, if staff changes occur, notify RSVP as soon as possible:

Name: _____ Title: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Additional Staff Signature for Timesheets, if staff changes occur, notify RSVP as soon as possible:

Name: _____ Title: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Retired and Senior Volunteer Program, in conjunction with the Station, will:

1. Recognize the senior volunteers for their service.

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2. Work together in developing appropriate activities for volunteers.
3. Provide all reasonable resources and make every effort to ensure the success of the volunteer.

Signatures:

By signing this MOU, the Station, through its authorized representative, certifies that it meets the requirement necessary to become a City of San Bernardino AmeriCorps Seniors Retired and Senior Volunteer Program Station.

This MOU 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 MOU. The parties ~~shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

Station

Signature: _____

Dawn Rowe

Date: MAR 12 2024

Name (Print First & Last): Dawn Rowe **Chair, Board of Supervisors**

Retired and Senior Volunteer Program

Signature: _____

Nicolette Wilson

Date: 2/6/2024

Name (Print First & Last): Nicolette Wilson

Return this completed form to the City of San Bernardino Retired and Senior Volunteer Program:

600 W. 5th Street, San Bernardino, CA 92410

For questions, contact:

RSVP Coordinator: Nicolette Wilson

Phone: 909-384-5414

Email: Wilson_ni@sbcity.org

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELLI
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____

