



Contract Number

70.69

SAP Number

Arrowhead Regional Medical Center

| | |
|---|--|
| Department Contract Representative | William L. Gilbert |
| Telephone Number | (909) 580-6150 |
| Contractor | Arrowhead Regional Medical Center Foundation |
| Contractor Representative | David Glick |
| Telephone Number | (909) 580-6159 |
| Contract Term | February 14, 2020, through February 13, 2023 |
| Original Contract Amount | \$975,000 |
| Amendment Amount | |
| Total Contract Amount | \$975,000 |
| Cost Center | |

Briefly describe the general nature of the contract: A Memorandum of Understanding with Arrowhead Regional Medical Center Foundation (Foundation) to support Foundation operations to continue to expand its philanthropic impact on Arrowhead Regional Medical Center (ARMC) in an amount not to exceed \$975,000, plus travel expenses of the Foundation Executive Director as approved by ARMC Administration, for the three-year period of February 14, 2020, through February 13, 2023.

FOR COUNTY USE ONLY

Approved as to Legal Form

Michael Markel, Principal Assistant County Counsel

Date 2/3/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date 2/3/2020

MEMORANDUM OF UNDERSTANDING
Between
Arrowhead Regional Medical Center
And
Arrowhead Regional Medical Center Foundation
For
Cultivating and Soliciting Philanthropic Engagement
February 11, 2020

WHEREAS, Arrowhead Regional Medical Center, hereafter referred to as “ARMC,” desires to enter into an Memorandum of Understanding with the Arrowhead Regional Medical Center Foundation, hereafter referred to as Foundation,

WHEREAS, the ARMC and the Foundation will work together to cultivate and solicit philanthropic engagement for the purpose of providing vital funding for a variety of essential patient care programs, equipment, staff training and other initiatives; and;

WHEREAS, ARMC desires to assist the Foundation in re-establishing its philanthropic roots and financial stability; and

WHEREAS, the Foundation is willing to agree to the terms and conditions hereafter set forth;

NOW, THEREFORE, it is mutually agreed as follows:

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I. DEFINITIONS

- A. Arrowhead Regional Medical Center - ARMC is a San Bernardino County owned, state-of-the-art, acute care facility providing advanced technology in patient care and support service areas. ARMC provides a full range of acute and psychiatric inpatient and outpatient services. Primary care services are provided off-campus community health centers.
- B. Arrowhead Regional Medical Center Foundation - Established in 1977 to assist with the management and operation of ARMC by augmenting the financial resources of the hospital through philanthropic donations.
- C. Fundraising/Development – Activities undertaken for a charitable or philanthropic purpose related to ARMC's operations.
- D. Community Engagement – Efforts undertaken to support building awareness of the role ARMC plays in the community promoting services available to the community, advocating the pursuit of healthcare careers with youth and promoting wellness among citizens of San Bernardino County.
- E. Legislative Affairs – Actions undertaken to engage with elected officials in advocating for the unique needs of ARMC.

II. ARROWHEAD REGIONAL MEDICAL CENTER FOUNDATION RESPONSIBILITIES

- A. Maintain its status under California law as a non-profit corporation and its eligibility to receive tax-deductible gifts as a charitable organization under section 501(c)(3) for the Internal Revenue Code.
- B. Maintain provision in its articles of incorporation that in the event of its dissolution all assets, including those of its wholly owned subsidiaries will be distributed to ARMC.
- C. Provide the annual audit and tax filings to the ARMC Hospital Director (Hospital Director).
- D. Work with ARMC staff to gain necessary approval for any grant of financial support, equipment or any other contribution to ARMC, including an analysis of any unreasonable expense or liability to ARMC that may result from the grant.
- E. The Foundation Executive Director shall submit to the Hospital Director and Foundation Board on an annual basis, the following for the succeeding year:
 - 1. A comprehensive fund-raising plan consistent with the strategic plans of ARMC and the Foundation.
 - 2. A budget for the Foundation
 - 3. A plan for community engagements for ARMC
 - 4. A plan for legislative engagements for ARMC
- F. Pursue revenue as a result of the fund development activities as projected below.
- G. Provide verification of efforts focused on the following:

Fund Development

The purpose of these activities is to raise support for capital projects, clinical programs, community wellness promotion and graduate medical education programs of ARMC.

- Plan and implement ARMC Foundation's 23rd, 24th, and 25th Annual Golf Classic.
- Plan and implement the 7th, 8th and 9th Annual Foundation Gala and Awards Dinner.
- Plan, implement and seek sponsorships for ARMC's Walk Run – 2020, 2021, and 2022.
- Plan and coordinate ARMC's SB County Combined Giving Program/Employee Giving for 2020, 2021, and 2022.
- Continue to cultivate and grow a robust grant writing program for 2020, 2021, and 2022.

H. Administrative Support Services

Community Engagement/Community Outreach

These activities are designed to support the community engagement efforts that meet the goals for ARMC's Community Pillar:

- Develop and implement ARMC's Community Engagement Plan.
- Meetings with Stakeholders
- Attend meetings representing the interests of ARMC with community and other stakeholders.

Legislative Affairs

- Facilitate legislative advocacy efforts on behalf of ARMC.

III. **ARROWHEAD REGIONAL MEDICAL CENTER SERVICE RESPONSIBILITIES**

- A. Recognizes that the Foundation as an entity authorized to accept gifts on behalf of ARMC.
- B. Authorizes the Foundation to use ARMC's name, logo and trademarks in connection with the delivery of services set forth in this agreement. Foundation shall adhere to the County of San Bernardino Style Book guidelines when using ARMC's name, logo and trademarks. The County retains ARMC's name, logo and trademarks.
- C. Provide the Foundation access to office space, and at ARMC's sole discretion, administrative support systems, including, but not limited to, telecommunications, mail and information technology services.
- D. Provide input to the Foundation Board in the yearly evaluation of the Foundation's Executive Director.
- E. Provide the Foundation with operational funding to support fundraising activities, community engagement plans and legislative affairs activities on behalf of ARMC as detailed below in Fiscal Provisions.
- F. Provide funding to support approved travel expenses related to ARMC business assigned to the Foundation's Executive Director.

IV. **FISCAL PROVISIONS**

- A. ARMC agrees to provide the Foundation with \$ \$325,000 per year for a period of three years (February 14, 2020, through February 13, 2023), for a total amount not to exceed \$ 975,000, plus

travel expenses, with funds to be used to support the administrative operations of the Foundation including salaries, benefits, supplies, and technologies.

- B. The Foundation shall provide complete and accurate monthly financial statements and balance sheets to ARMC. ARMC may withhold up to 50% of the identified annual funding should Foundation fail to comply with this reporting requirement.

V. TERM

- A. This Memorandum of Understanding (MOU) is effective as of February 14, 2020, through February 13, 2023.
- B. Either party of this MOU may terminate this MOU by serving written notice to the other party thirty (30) days in advance of termination.

VI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

Right to Audit and Monitor

ARMC and the County shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records and other pertinent items as requested, and shall have the absolute right to monitor the performance of the Foundation in the delivery of services provided in this MOU. Full cooperation shall be given by Foundation in any auditing or monitoring conducted.

C. Insurance

The Foundation agrees to provide insurance set forth in accordance with the requirements herein. If the Foundation uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Foundation agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

Workers Compensation/ Employers 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 employees providing services on behalf of the Foundation and all risks to such persons under this contract.

If Foundation 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.

Additionally, the Foundation will carry Volunteer Accident Insurance to cover volunteers that support Foundation events such as the annual gala and golf tournament.

Commercial/General Liability Insurance – The Foundation shall carry General Liability Insurance covering all operations performed by or on behalf of the Foundation 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

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

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.

Professional Services Requirements

a. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or

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.

b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start 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.

D. Indemnification

Each of the parties shall indemnify, defend and hold the other party, their officers, board members, employees and agents harmless from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or services provided by such party under this MOU.

E. Independent Contractor

Foundation understands and agrees that the services performed hereunder by its officers, agents, employees or contracting persons, volunteers are performing in an independent capacity and not in the capacity of officers, agents, employees or volunteers of ARMC and the County.

VII. **CONCLUSION**

- A. This MOU, consisting of seven (7) pages, is the full and complete document describing services to be rendered by ARMC and the Foundation including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

County of San Bernardino on behalf of
Arrowhead Regional Medical Center


Name: Curt Hagman
Title: Chairman, Board of Supervisors

Address: 400 N. Pepper Ave.
Colton, CA 92324

Date: FEB 11 2020

Arrowhead Regional Medical Center Foundation


Name: David G. Glick
Title: Executive Director

Address: 400 N. Pepper Ave.
Colton, CA 92324

Date: 1/30/2020

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
of the County of San Bernardino

By 

Deputy