



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Loma Linda University Medical Center
Contractor Representative	Kevin Lang, VP Payor Contracting
Telephone Number	
Contract Term	Five years from full execution
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

OUTPATIENT REFERRAL AGREEMENT

This Outpatient Referral Agreement ("Agreement") is made and entered into as of the date fully executed by and between Loma Linda University Medical Center ("LLUMC") and San Bernardino County ("County") with respect to the following:

RECITALS

WHEREAS, County is a political subdivision organized and existing under the constitution and laws of the State of California, which operates Arrowhead Regional Medical Center ("ARMC") that is a general acute care hospital licensed by the State of California that operates several outpatient primary care and specialty care clinics, and various departments ("Departments"), including, but not limited to a Sheriff's Department and Probation Department; and

WHEREAS, from time to time, ARMC and other County Departments have a need to refer certain patients to a facility that offers specialized healthcare services on an outpatient basis that are not available at the County; and

WHEREAS, LLUMC is a general acute care hospital licensed by the State of California that operates various specialty care clinics and recognizes a professional and community responsibility to provide comprehensive, cost effective medical care of high quality for patients and is organized to enhance the effectiveness of care in San Bernardino County and other areas as deemed appropriate; and

WHEREAS, LLUHC is willing to provide specialized outpatient services for patients in need of care who are referred by County; and

WHEREAS, the County and LLUMC is desirous of entering into an agreement for the referral of certain patients from the County to LLUMC for specialized outpatient services as deemed appropriate by an accepting physician at LLUMC and a referring physician at the County; and

WHEREAS, the parties have determined that it would be in the best interest of patient care to enter into this agreement for the referral of certain patients from County to LLUMC for specialized outpatient services; and

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

A. RESPONSIBILITIES OF LLUMC

A.1 Maintain Required Licenses and Approvals. LLUMC represents that it is currently and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by the Joint Commission. LLUMC further represents that it is currently, and for the duration of this agreement shall remain, licensed in accordance with the licensing provisions of Title 22 of the California Code of Regulations.

A.2 Provision of Specialized Medical Services for Outpatients. LLUMC operates outpatient clinics where specialized outpatient services are provided by contracted qualified physicians and advanced practice professionals (collectively, "Practitioner(s)") licensed in the State of California. Upon the County's submission of the referral forms or other documentation mutually agreed upon by the parties for the referral of a patient to LLUMC for the provision of specialized outpatient medical care, and to the extent that LLUMC has qualified Practitioners to provide such care, LLUMC shall accept such patient and provide all medically necessary specialized outpatient care as set forth in the referral documents and under this Agreement.

LLUMC shall make appointments available to such patient in the same manner as such appointments are made available to all other LLUMC patients, and a Practitioner shall see such patient within a reasonable amount of time based on the applicable standard of care. LLUMC and its Practitioners shall coordinate patient care with the patient's referring physician and shall ensure that all documents relating to the provision of care to the patient are communicated and submitted to the patient's referring physician consistent with the applicable standard of care.

B. RESPONSIBILITIES OF COUNTY

County represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the applicable licensing provisions of the California Health and Safety Code and that ARMC is accredited by and shall maintain its accreditation by the Joint Commission or other accrediting organization.

C. SELECTION OF PATIENTS FOR REFERRAL

The need of a referral of a patient from a County facility to LLUMC for outpatient specialized medical care shall be determined by a physician at the County facility. Upon the determination of a need for a referral, the physician at the County facility shall submit the referral forms and other documents mutually agreed upon by the parties to effectuate the referral of the patient to LLUMC.

D. BILLING

For any patients referred by County to LLUMC under this Agreement for specialized outpatient services, LLUMC shall bill in accordance with its usual and customary practices those third-parties financially responsible for the care rendered to the patient by LLUMC, including, but not limited to third-party health

plans, Medicare, and Medi-Cal, except that with respect to any patients that are referred under this Agreement that are uninsured or solely the County's financial responsibility, LLUMC may bill the County for such services at the applicable Medicare OPPS Rate plus thirty percent (30%) without sequestration for such services. If a patient who is referred from the County to LLUMC is uninsured at the time of the referral, but later becomes insured, with retroactive effect, by a third-party health plan, including, but not limited to Medi-Cal, such that the outpatient services provided by LLUMC are covered services under that plan, LLUMC shall bill such plan for the services rendered to the patient, and may not seek payment from the County.

County will pay all invoices within 60 days of receipt or within 60 days after the resolution of any disputed invoice (where applicable).

E. INSURANCE

E.1 INSURANCE COVERAGE. LLUMC agrees to provide insurance set forth in accordance with the requirements herein. If LLUMC uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LLUMC agrees to amend, supplement or endorse the existing coverage to do so.

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

E.1.1 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 LLUMC and all risks to such persons under this contract.

If LLUMC 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.

E.1.2 Commercial/General Liability Insurance – LLUMC shall carry General Liability Insurance covering all operations performed by or on behalf of LLUMC 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.

E.1.3 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 LLUMC 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 LLUMC owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

E.1.4 **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.

E.1.5 **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

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.

E.1.6 **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.

E.1.7 **Abuse/Molestation Insurance** – LLUMC 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.

E.2 Reserved

E.3 Waiver of Subrogation Rights

LLUMC 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 LLUMC and LLUMC’s employees or agents from waiving the right of subrogation prior to a loss or claim. LLUMC hereby waives all rights of subrogation against the County.

E.4 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.

E.5 Severability of Interests

LLUMC 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 LLUMC and the County or between the County and any other insured or additional insured under the policy.

E.6 Proof of Coverage

LLUMC shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Agreement 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 Arrowhead Regional Medical Center, and LLUMC shall maintain such insurance from the time LLUMC commences performance of services hereunder until the completion of such services. LLUMC will make available for inspection in its Office of Risk management complete certified copies of the policies and endorsements immediately upon request.

E.7 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". Alternatively, LLUMC may satisfy its insurance obligations under this Section E herein, through participation in a program of self-insurance.

E.8 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.

E.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement 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 Agreement or upon prior written notice obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by LLUMC or County payments to LLUMC will be reduced to pay for County purchased insurance.

E.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The County 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 Agreement. LLUMC 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.

F. INDEMNIFICATION

F.1 LLUMC. LLUMC agrees to indemnify, defend and hold harmless County, its officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees, incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from the negligent acts or failures to act of LLUMC, its trustees, officers, medical staff, agents or employees.

F.2 County. County agrees to indemnify, defend and hold harmless LLUMC, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense,

including reasonable defense costs and legal fees incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage resulting from the negligent acts or failures to act of County, its officers, medical staff, agents or employees.

G. 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. Each party acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Each party agrees to fully comply with the applicable terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any subcontractors utilized to fulfill Services pursuant to this Agreement comply with said provisions. The parties further agree to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

H. GENERAL CONTRACT REQUIREMENTS

H.1 Recitals

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

H.2 Amendments

The parties agree any alterations, variations, modifications, or waivers of the provisions of this Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of the parties.

H.3 Assignability

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

H.4 Contract Exclusivity

This is not an exclusive Agreement. 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 LLUMC will be permitted to perform any minimum amount of work, or receive compensation other than on a per patient basis, under the terms of this Agreement.

H.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 fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation.

H.7 Change of Address

Each party shall notify the other of any change in mailing address within ten (10) business days of the change.

H.8 Choice of Law

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

H.9 County Representative

The ARMC Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Agreement, including termination and assignment of this Agreement. However, any amendments to this Agreement must be approved by the San Bernardino County Board of Supervisors.

H.10 Debarment and Suspension

Each party certifies that neither it nor its principals or subcontracts 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>). Each party represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

H.11 Duration of Terms

This Agreement, 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 Agreement.

H.12 Employment Discrimination

During the term of the Agreement, LLUMC 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. LLUMC 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.

H.13 Legality and Severability

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

H.14 Licenses, Permits and/or Certifications

Each party 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. Each party shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. LLUMC will notify County immediately of loss or suspension of any such licenses, permits and/or certifications which may materially affect LLUCH's ability to provide the services under this Agreement. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

H.15 Relationship of the Parties

Nothing contained in this Agreement 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.

H.16 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Agreement or of the parties' relationship with County may be made or used without prior written approval of the other party.

H.17 Representation of the County

In the performance of this Agreement, each party, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the other party.

H.18 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement 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 Agreement thereafter.

H.19 Termination

Each party reserves the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. However, this Agreement shall be automatically terminated in the event that either party loses the insurance coverage required herein or its license, accreditation, or any other licensure or certification necessary to provide the services contemplated by this Agreement. If either party loses any such insurance coverage, licensure, accreditation, or certification, such party shall notify the other party within 48 hours.

H.20 Venue

The parties acknowledge and agree that this Agreement 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 Agreement 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 Agreement 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.

H.21. California Consumer Privacy Act

To the extent applicable, if LLUMC is a business that collects the personal information of a consumer(s) in performing services pursuant to this Agreement, LLUMC must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. LLUMC must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. LLUMC must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Agreement. LLUMC must immediately provide to the County any notice provided by a consumer to LLUMC pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Agreement. LLUMC must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

H.21 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 LLUMC 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. LLUMC shall be provided advance written notice of

such termination, allowing LLUMC at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

H.22 Compliance with Laws and Regulations. Each party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement. Neither party are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving any remuneration in return for referring any individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs.

H.23 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439) LLUMC has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. LLUMC acknowledges that under Government Code section 84308, LLUMC is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, LLUMC will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of LLUMC or by a parent, subsidiary or otherwise related business entity of LLUMC.

I. TERM OF CONTRACT

This Agreement is effective as of the date fully executed for a period of five years, but may be terminated earlier in accordance with the provisions of this Agreement.

J. RIGHT TO MONITOR AND AUDIT

Subject to all applicable laws, 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 LLUMC in the delivery of services provided under this Agreement. LLUMC shall give full cooperation, in any auditing or monitoring conducted. LLUMC shall cooperate with the County in the implementation, monitoring, and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

Until the expiration of four years after furnishing the services provided under this Agreement, LLUMC will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.

K. CORRECTION OF PERFORMANCE DEFICIENCIES

K.1 Failure by LLUMC to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.

K.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 Agreement:

- a. Afford LLUMC 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 LLUMC for and during the period in which LLUMC 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 LLUMC but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Agreement immediately and be relieved of the payment of any consideration to LLUMC. 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 LLUMC under this Agreement and the balance, if any, shall be paid by the LLUMC upon demand.

L. NOTICES

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

*Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer*

*Loma Linda University Medical Center
Attn: VP of Payor Contracting
11165 Mountain View Ave # 121
Loma Linda, CA 93254*

With a copy to:

*Loma Linda University Medical Center
Attn: Office of General Counsel
11234 Anderson Street
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.

M. ENTIRE AGREEMENT

This Agreement, including all 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 Agreement not expressly set forth herein are of no force or effect. This Agreement 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 Agreement and signs the same of its own free will.

Q. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, San Bernardino County and LLUMC have each caused this Agreement 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 Supervisors
San Bernardino County

By _____
Deputy

LOMA LINDA UNIVERSITY MEDICAL CENTER

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

By ► _____
(Authorized signature - sign in blue ink)

Anthony Hilliard, MD, FACC

Name _____
(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____
11234 Anderson St.
Address Loma Linda, CA 92354

By ► _____
(Authorized signature - sign in blue ink)

Angela Lalas

Name _____
(Print or type name of person signing contract)

Title CFO

(Print or Type)

Dated: _____
11234 Anderson St.
Address Loma Linda, CA 92354

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Charles Phan, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Andrew Goldfrach, ARMC Chief Executive
Officer

Date _____



ATTACHMENT A Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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. All references to "Contractor" on this Attachment refer to LLUMC. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: LLUMC
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

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):

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

9. Was a campaign contribution, of more than \$500, 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 Agreement, 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 \$500 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.