



Contract Number

21-02 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Children’s Hospital Los Angeles</u>
Contractor Representative	<u>Bertha Hines</u>
Telephone Number	<u></u>
Contract Term	<u>January 5, 2021 through January 4, 2026</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>
Grant Number (if applicable)	<u></u>

AMENDMENT NO. 1

WHEREAS, on January 5, 2021, County of San Bernardino on behalf of Arrowhead Regional Medical Center and Children’s Hospital Los Angeles (“CHLA”) entered into a Master Affiliation Agreement for Graduate Medical Education (“Agreement”); and

WHEREAS, as a result of the adoption of a new county charter, the legal name of “County of San Bernardino” has been updated to “San Bernardino County” such that the name of the “Sponsoring Institution”, as identified in the Agreement should be updated to “San Bernardino County on behalf of Arrowhead Regional Medical Center”; and

WHEREAS, when the parties entered into the Agreement, the parties contemplated that only Arrowhead Regional Medical Center’s neurology resident physicians would participate in rotations in pediatric neurology at CHLA, as reflected in the Program Letter of Agreement attached to the Agreement; and

WHEREAS, the Sponsoring Institution now desires that its anesthesiology resident physicians participate in rotations in pediatric anesthesia at CHLA;

WHEREAS, the Sponsoring Institution and CHLA agree that it is to their mutual benefit to have Sponsoring Institution’s anesthesiology residents participate in rotations in pediatric anesthesia at CHLA; and

NOW THEREFORE, effective as of the date this Amendment is fully executed, the parties agree to amend the Agreement as follows:

1. All references to "County of San Bernardino" in the Agreement are amended to read as "San Bernardino County".
2. The first recital clause in the Agreement is deleted in its entirety and replaced with the following:

WHEREAS, Sponsoring Institution operates various programs for the training of residents and fellows within the United States ("Residents") which include clinical training programs, as outlined in the applicable Program Letters of Agreement attached hereto and by this reference incorporated herein ("Training Program"); and

3. The Program Letter of Agreement attached to this Amendment is hereby added to and incorporated into the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.
5. All capitalized terms not defined in this Amendment shall have the meanings subscribed to them in the Agreement.
6. CHLA has disclosed to Sponsoring Institution using Schedule 1 - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") 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 Amendment was approved by the County Board of Supervisors. CHLA acknowledges that under Government Code section 84308, CHLA is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a further proposed amendment to the Agreement, CHLA will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 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 CHLA or by a parent, subsidiary or otherwise related business entity of CHLA.

7. 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

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY on behalf of Arrowhead
Regional Medical Center

CHILDREN'S HOSPITAL LOS ANGELES



Dawn Rowe, Chair, Board of Supervisors



Paul S. Vivlano, President and CEO

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

Dated: _____

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

Rima Jubran, MD, MPH, MACM
Designated Institutional Official

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

Charles Phan, Supervising Deputy County
Counsel

Date _____

Andrew Goldfrach, ARMC Chief Executive Officer

Date _____

Date _____



SCHEDULE 1

Campaign Contribution Disclosure

(SB 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. All references on this Schedule to "Contractor" refer to CHLA. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Children's Hospital Los Angeles
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
<i>See attachment</i>	

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 \$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: N/A

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 Amendment, 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 Amendment is being considered and for 12 months after a final decision by the County.