



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
 Contractor	 <u>Arrowhead Regional Medical Center Foundation</u>
Contractor Representative	<u>Patty Holohan</u>
Telephone Number	<u>(909) 580-6159</u>
Contract Term	<u>April 1, 2023 through March 31, 2026</u>
Original Contract Amount	<u>NTE \$1,005,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>NTE \$1,005,000</u>
Cost Center	<u></u>

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 \$1,005,000, which includes travel expenses of the Foundation Executive Director as approved by ARMC Administration, for the three year period of April 1, 2023, through March 31, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Charles Phan, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
William L. Gilbert, Director

Date _____

MEMORANDUM OF UNDERSTANDING
Between
San Bernardino County on behalf of Arrowhead Regional Medical Center
And
Arrowhead Regional Medical Center Foundation
For
Cultivating and Soliciting Philanthropic Engagement
April 1, 2023

WHEREAS, San Bernardino County on behalf of Arrowhead Regional Medical Center, hereafter referred to as “ARMC,” desires to enter into a Memorandum of Understanding with the Arrowhead Regional Medical Center Foundation, hereafter referred to as Foundation,

WHEREAS, 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 for ARMC; 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:

TABLE OF CONTENTS

I.	DEFINITIONS.....	3
II.	ARROWHEAD REGIONAL MEDICAL CENTER FOUNDATION RESPONSIBILITIES.....	3
III.	ARROWHEAD REGIONAL MEDICAL CENTER RESPONSIBILITIES.....	3
IV.	FISCAL PROVISIONS.....	5
V.	TERM.....	5
VI.	GENERAL PROVISIONS.....	5
VII.	CONCLUSION.....	9

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 at off-campus community health centers.
- B. Arrowhead Regional Medical Center Foundation – The Foundation is a nonprofit public benefit corporation 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 that includes the ARMC holiday meal, ARMC events & give-a-ways, Doctor's Day, Hospital Week, Emergency Medical Services Day, employee HEART recognition, Blood Drive meal coupons, employee forum, holiday toy distribution, oncology patient care packages, Ida Cannon Social Work Week, first Baby of the Year donation, annual Tree Lighting event, annual Breast Cancer event, assistance with gift cards for various events, and any additional functions agreed to by both parties.
 - 3. A plan for community 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 2023, 2024, and 2025 Annual Golf Classic.
- Plan and implement the 2023, 2024, and 2025 Annual Foundation Gala and Awards Dinner.
- Plan, implement and seek sponsorships for ARMC's Walk Run – 2023, 2024, and 2025.
- Plan and coordinate ARMC's San Bernardino County Combined Giving Program/Employee Giving for 2023, 2024, and 2025.
- Continue to cultivate and grow a robust grant writing program for 2023, 2024, and 2025.

- 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, allowing for the inclusion of ARMC employees in support of events, such as Hospital Week activities, supporting ARMC physicians during National Doctor's Day celebrations, Holiday Toy Distribution, the Annual Golf Tournament, and Annual Foundation Gala and Awards Dinner.
- Meetings with Stakeholders
- Attend meetings representing the interests of ARMC with community and other stakeholders.

Legislative Affairs

- Partner and collaborate with the ARMC Marketing Department and ARMC Governmental and Legislative Affairs team around 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 and donations 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 MOU. Foundation shall adhere to San Bernardino County Style Book guidelines when using ARMC's name, logo and trademarks. The County shall, at all times, remain the sole owner of ARMC's name, logo and trademarks, and shall have the right to revoke the Foundation's authority to use ARMC's name, logo, and trademark at any time in its sole discretion.
- 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 \$335,000 per year for a period of three years (April 1, 2023, through March 31, 2026), for a total amount not to exceed \$1,005,000, which includes ARMC approved travel expenses of the Foundation's Executive Director, 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 MOU is effective April 1, 2023, through March 31, 2026, unless earlier terminated pursuant to the provisions of this MOU.
- 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 this MOU shall be effective unless it is made in writing which refers to the specific 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 this MOU 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.
- C. Right to Audit and Monitor

ARMC and San Bernardino 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.

D. 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.

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 San Bernardino 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 San Bernardino 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 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 San Bernardino 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.

Additional Insured - All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming San Bernardino County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for San Bernardino County to vicarious liability but shall allow coverage for San Bernardino County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights - Foundation shall require the carriers of required coverages to waive all rights of subrogation against San Bernardino County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Foundation and Foundation’s employees or agents from waiving the right of subrogation prior to a loss or claim. Foundation hereby waives all rights of subrogation against San Bernardino County.

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 San Bernardino County.

Severability of Interests - Foundation 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 Foundation and San Bernardino County or between San Bernardino County and any other insured or additional insured under the policy.

Proof of Coverage - Foundation shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time this MOU 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 Foundation shall maintain such insurance from the time Foundation commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this MOU, Foundation shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier - Unless otherwise approved by San Bernardino County 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".

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 San Bernardino County Risk Management.

Failure to Procure Coverage. In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, San Bernardino County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by San Bernardino County will be promptly reimbursed by Foundation or San Bernardino County payments to Foundation will be reduced to pay for San Bernardino County purchased insurance.

Insurance Review - Insurance requirements are subject to periodic review by San Bernardino County. The San Bernardino County's 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 San Bernardino 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 San Bernardino County, inflation, or any other item reasonably related to San Bernardino County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Foundation agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of San Bernardino 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 San Bernardino County.

E. Indemnification

Each party 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.

F. Independent Contractor

Foundation understands and agrees that in the performance of this MOU, the Foundation, its officers, agents, employees or contracting persons, and volunteers are performing in an independent capacity and not in the capacity of officers, agents, employees or volunteers of ARMC or San Bernardino County.

G. Governing Law and Venue

This MOU shall be governed by and construed according to the laws of the State of 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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

H. Contract Execution

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.

VII. **CONCLUSION**

- A. This MOU, consisting of nine (9) 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.

San Bernardino County on behalf of
Arrowhead Regional Medical Center

►

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

Arrowhead Regional Medical Center Foundation

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

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

Name Patty Holohan
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: _____

Address 400 N. Pepper Ave.
Colton, CA 92324