



**Contract Number**

**SAP Number**

## ARROWHEAD REGIONAL MEDICAL CENTER

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	909-580-6150
<b>Contractor</b>	
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	Date of full execution through September 12, 2030
<b>Original Contract Amount</b>	Non-Financial
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	

### SITE AGREEMENT FOR THE MOBILE MEDICAL CLINIC PROGRAM

This Site Agreement for the Mobile Medical Clinic Program ("Agreement") is entered into by and between San Bernardino County, hereinafter referred to as "County" on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center" and \_\_\_\_\_ [Name of Institution], hereinafter referred to as "Site Facility".

### WITNESSETH

WHEREAS, the County, through the Medical Center operates a mobile medical clinic, hereinafter referred to as "Mobile Clinic"; and

WHEREAS, the Site Facility desires that the Medical Center operate the Mobile Clinic on Site Facility's property as set forth herein below;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. General Information:

The delivery of services of the Mobile Clinic by the Medical Center will be on the premises of Site Facility on days and at times as mutually agreed upon by both parties.

II. Representation and Warranty of Site Facility

Site Facility represents and warrants that it either (1) owns the premises where the services of the Mobile Clinic will be provided, or (2) has received the necessary authorizations/approval of the owner of the premises to allow the Medical Center's Mobile Clinic to provide services on the premises.

III. Obligations of Medical Center

A. Be solely responsible for staffing and providing services under this Agreement. Medical Center certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services.

B. Provide adequate supervision of the professional staff and/or trainees.

C. Be responsible for the cost, care and maintenance of the Mobile Clinic.

D. Be responsible for the services described herein provided through the Mobile Clinic on Site Facility's premises, which may include:

1. History and physical examination

2. Comprehensive primary medical services

- Adult (Acute and Chronic)
- Pediatric (Acute and Chronic)
- Psychosocial Evaluation (Resident Sites)
- Financial Screening (Financial Assistance Program (FAP)/Charity Care)
- Health Maintenance Prevention
- Family Planning Services
- Well Child Checks
- Health Education
- Specialty Referrals
- Every Woman Counts (EWC)
- Family PACT

3. Referrals for additional care where indicated. If the services required cannot be performed on the Site Facility's premises, Medical Center will endeavor to make referrals as may be appropriate to the patient's needs.

a. Should services by Medical Center include any form of medical services, including diagnostic services, treatment or counseling, Medical Center shall obtain written consent prior to providing service(s) where required by law.

E. The Medical Center will not provide any protected health information to the Site Facility relating to the services provided to patients by the Mobile Clinic, except where required or permitted by law.

IV. Obligations of Site Facility

Provide the Mobile Clinic medical team with any necessary utilities, including phone lines and electrical hookups, as required for the operations of the Mobile Clinic on the Site Facility's premises.

V. Billing

The Medical Center will bill applicable third-party payors, including, but not limited to insurance and/or health plans. The patient/guarantor who receives the services of the Mobile Clinic will be responsible for payment of all applicable co-payments and deductibles.

VI. Indemnification

The Site Facility agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County (including the Medical Center) and its authorized officers, employees, medical staff, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Site Facility's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

VII. Insurance

**[OPTION A – Use this if the contracting party is a public entity]**

- A. Site Facility and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, Worker's Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

**OR**

**[OPTION B – Use this if the contracting party is a private entity]**

- A. County is a self-insured public entity for purposes of general liability, automobile liability and workers' compensation and warrant that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of its performance of the terms, conditions or obligations in this Agreement.
- B. Site Facility agrees to provide insurance set forth in accordance with the requirements herein. If Site Facility uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Site Facility agrees to amend, supplement, or endorse the existing coverage to do so.

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

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 the Site Facility and all risks to such persons under this Agreement.
  - a. If Site Facility 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 Site Facility's Director of Risk Management.

- b. If Site Facility is a non-profit corporation organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- 2. Commercial/General Liability Insurance – Site Facility shall carry General Liability Insurance covering all operations performed by or on behalf of Site Facility 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.
- 3. 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.

#### VIII. Damage to County Property

Site Facility shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, including the Mobile Clinic caused by the willful or negligent acts of Site Facility or its employees or agents. Such repairs shall be made immediately after Site Facility becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Site Facility fails to make timely repairs, the County may make any necessary repairs. The Site Facility shall repay all costs incurred by the County for such repairs, by payment upon demand.

#### IX. Status of Parties

- A. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Site Facility and County but is rather an Agreement by and between independent contractors.
- B. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

#### X. Assignment

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

#### XI. Modification

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

#### XII. Debarment and Suspension

Site Facility hereby 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, Site Facility represents and warrants that no proceedings or investigations are currently pending or to Site Facility's knowledge threatened by any federal or state agency seeking to exclude Site Facility from such programs or to sanction Site Facility for any violation of any rule or regulation of such programs.

### XIII. Rules of Construction

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Site Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

### XIV. Governing Law and Venue

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. 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, 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 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, County of San Bernardino, San Bernardino District.

### XV. Counterparts

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 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 Agreement upon request.

### XVI. Legality and Severability

The parties' actions under this 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 any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

### XVII. Alternative Dispute Resolution

In the event the either party determines that the other party is not complying with the terms of this Agreement, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude either party from pursuing its legal remedies at law in the event a mutually satisfactory solution is not reached.

#### XVIII. Term and Termination

This Agreement shall be effective upon full execution by the parties and shall remain in effect through September 12, 2030. However, this Agreement may be terminated for any reason or no reason by either party after giving the other party thirty (30) days advance written notice of the termination. The ARMC Chief Executive Officer is authorized to terminate this Agreement on behalf of the County. In the event that Site Facility fails to set forth a date upon which Site Facility executes this Agreement, then this Agreement shall be effective as of the date executed by the County.

#### XIX. 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 personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

ARROWHEAD REGIONAL MEDICAL CENTER  
400 North Pepper Avenue  
Colton, CA 92324  
Attn: ARMC Chief Executive Officer

SITE FACILITY      (Site Name)  
ADDRESS            (Site address)  
Attn:                (Contact)

#### XX. Former County Officials

Site Facility agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Site Facility. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Site Facility. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

If during the course of the administration of this Agreement, County determines that Site Facility has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies

#### XXI. Entire Agreement

This Agreement contains 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.

**XXII. Inaccuracies or Misrepresentation**

If during the course of the administration of this agreement, the County determines that the Site Facility has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**XXIII. Conflict of Interest**

Site Facility shall make all reasonable efforts to ensure that no County office or employee, whose position in the County enables him/her to influence any award of the agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Site Facility or officer or employee of the Site Facility.

**XXIV. Improper Consideration**

Site Facility shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Agreement awarded by County.

Site Facility shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Site Facility. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**XXV. Authorization**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year set forth below.

SITE FACILITY

SAN BERNARDINO COUNTY on behalf of  
Arrowhead Regional Medical Center

►

Andrew Goldfrach, ARMC Chief Executive Officer

Dated: \_\_\_\_\_

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

By ►

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**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 \_\_\_\_\_