



Contract Number

19-838 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Inland Medical Rehabilitation, Inc.</u>
Contractor Representative	<u>Robert Kounang</u>
Telephone Number	<u></u>
Contract Term	<u>January 1, 2020 through December 31, 2025</u>
Original Contract Amount	<u>\$400,000 plus variables</u>
Amendment Amount	<u>\$80,000 plus variable</u>
Total Contract Amount	<u>\$480,000 plus variables</u>
Cost Center	<u>911004200</u>
Grant Number (if applicable)	<u></u>

AMENDMENT NO. 1

WHEREAS, Inland Medical Rehabilitation Inc. ("Corporation") and the County of San Bernardino entered into a Contract with an effective date of January 1, 2020 for the provision of outpatient rehabilitation services at Arrowhead Regional Medical Center ("Contract"); and

WHEREAS, the term of the Contract was January 1, 2020 through December 31, 2024; and

WHEREAS, as a result of the adoption of a new County charter in 2020, the legal name of "County of San Bernardino" has been revised to "San Bernardino County";

WHEREAS, the parties to the Contract now desire to amend the Contract to extend its term and make other revisions to the Contract; and

NOW THEREFORE, effective as of the date this Amendment is fully executed, the Contract is amended as follows:

1. Section 1.04 of the Contract is deleted in its entirety and replaced with the following:

1.04 Inland Medical Rehabilitation, Inc. is a medical corporation organized under the Medical Professional Corporation laws of the State of California, hereinafter referred to as "Corporation", that employs or contracts with individuals who are licensed in California and qualified for practicing the Specialty ("Practitioners"). The term "Practitioner" includes individuals credentialed by the Hospital as either a Hospital Medical Staff member or Advanced Practice Provider. Corporation shall complete Appendix "B," and submit to Hospital's Director and Hospital's Chief Medical Officer for approval prior to commencement of any services under this agreement.

2. All references to the "Hospital's Director" in the Contract are amended to read as "Hospital's Chief Executive Officer."

3. Section 7.15 of the Contract is deleted in its entirety and replaced with the following:

7.15 Term of the Contract

This Contract shall be effective January 1, 2020, ("Effective Date"), and shall remain in effect through December 31, 2025, unless otherwise terminated pursuant to Section 7.16.

4. All other terms and conditions of the Contract shall remain in full force and effect.

5. Corporation has disclosed to San Bernardino County ("County") using Schedule 1, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the 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. Corporation acknowledges that under Government Code section 84308, Corporation is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a further proposed amendment to the Contract, the Corporation 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 the Corporation or by a parent, subsidiary or otherwise related business entity of Corporation.

6. This Amendment No. 1 (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



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

INLAND MEDICAL REHABILITATION., INC

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

By _____
(Authorized signature - sign in blue ink)

Robert Hasan Kounang

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

Title President _____
(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 _____



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 to "Contractor" on this Schedule refer to Corporation. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Inland Medical Rehabilitation.
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: Robertus Hasan Kounang
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):
Robertus Hasan Kounang
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NO	

6. Name of agent(s) of Contractor:

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

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):
NO		

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
Inland Medical Rehabilitation	Yvonne Plounang

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: _____

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.