



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>Blessing Community Health Center</u>
Contractor Representative	<u>Gita Aminloo, CEO</u>
Telephone Number	<u>(909) 433-9700</u>
Contract Term	<u>Five years from execution</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u></u>

FEDERALLY QUALIFIED HEALTH CENTER REFERRAL AGREEMENT

This Federally Qualified Health Center Referral Agreement ("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 Blessing Community Health Center, hereinafter referred to as "Affiliate."

RECITALS

WHEREAS, Affiliate is a 501(c)(3) nonprofit public benefit corporation organized under the laws of the State of California to provide outpatient medical services;

WHEREAS, Affiliate is in the process of becoming designated as a Federally Qualified Health Center under federal law; and

WHEREAS, as a Federally Qualified Health Center, Affiliate will be required to provide affordable quality medical care to the uninsured and economically and/or medically vulnerable populations;

WHEREAS, as a condition of operating a Federally Qualified Health Center, Affiliate is required to enter into agreements or arrangements with other healthcare facilities to provide services to its patients where such services are not available at Affiliate; and

WHEREAS, County is a political subdivision organized and existing under the constitution and laws of the State of California, which operates Medical Center, which is a 456 bed general acute care hospital licensed by the State of California,

WHEREAS, the Medical Center operates, *inter alia*, a Level 1 Trauma Center, Comprehensive Stroke Center, and Burn Center within the hospital and also operates several primary and specialty care outpatient clinics;

WHEREAS, the County and Medical Center recognize 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, the County is willing to provide hospital inpatient and outpatient services for patients in need of care who are referred by Affiliate once Affiliate becomes designated as a Federally Qualified Health Center; and

WHEREAS, the County and Affiliate are desirous of entering into an agreement for the referral of certain patients from the Affiliate to the Medical Center for inpatient hospital and outpatient services, ***which is contingent upon Affiliate becoming designated as a Federally Qualified Health Center***; 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 Affiliate to the Medical Center for inpatient hospital and outpatient specialized services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. DEFINITIONS

- A. "Effective Date" refers to the date this Agreement is fully executed.
- B. "Practitioner" refers to a physician and advanced practice professionals licensed by the State of California.

II. CONDITION PRCEDENT

- A. Regardless of the Effective Date of this Agreement, neither party shall have any obligations, duties, or responsibilities under this Agreement unless and until Affiliate becomes officially designated as a "Federally Qualified Health Center," as defined in 42 U.S.C.A. § 1395x. **For the avoidance of doubt, the parties acknowledge and understand that this Agreement has no force and effect unless and until Affiliate is officially designated as a "Federally Qualified Health Center."**
- B. Once Affiliate becomes officially designated as a "Federally Qualified Health Center," Affiliate shall provide documents evidencing this designation to the Medical Center.
- C. Affiliate shall maintain the "Federally Qualified Health Center" designation for the remainder of the term of this Agreement. In the event that Affiliate fails to maintain such designation, the County may terminate this Agreement upon written notice to Affiliate.

III. REFERRAL ARRANGEMENTS

- A. Inpatient Services
 - a. In the event that a Practitioner at the Affiliate determines that a patient at the Affiliate has a medical need for inpatient services and that the provision of such services at Medical Center is appropriate, the Practitioner shall document the medical need in the patient's medical record and may contact the Medical Center to initiate the admissions process for such patient. If the patient meets the Medical Center's criteria for inpatient admission qualifications, the Medical Center shall,

subject to the Medical Center's capacity limitations, accept and admit such patient regardless of the patient's insurance status or ability to pay.

- b. If Affiliate refers a patient to Medical Center for inpatient services, it shall be the responsibility of the Affiliate, in conjunction with the patient, to determine the appropriate means and manner of transport of the patient to the Medical Center. Medical Center shall have no responsibility for the transport of the patient or the provision of medical care to such patient up until the patient's arrival at the Medical Center.
- c. The referring physician from the Affiliate shall provide to the Medical Center all information concerning the patient, which is required to ensure continuity of care, including but not limited to, a transfer summary, copies of appropriate portions of the patient's medical records, and any other information which is appropriate or required by Federal or State law or regulation or reasonably requested by the Medical Center. Notwithstanding the foregoing, medical records that are maintained by each party shall remain the property of that party.

B. Outpatient Services

The need of a referral of a patient from Affiliate to Medical Center for outpatient specialized medical care shall be determined by a Practitioner at Affiliate. Upon the determination of a need for a referral, the Practitioner at Affiliate shall submit the appropriate referral forms and other documents mutually agreed upon by the parties to effectuate the referral of the patient to Medical Center.

III. RESPONSIBILITIES OF MEDICAL CENTER

A. Provision of Specialized Medical Services for Outpatients

Medical Center operates outpatient clinics where specialized outpatient services are provided by contracted qualified Practitioners. Upon the Affiliate's submission of the appropriate referral forms or other documentation mutually agreed upon by the parties for the referral of a patient to Medical Center for the provision of specialized outpatient medical care, and to the extent that Medical Center has qualified Practitioners to provide such care, Medical Center shall accept such patient and provide all medically necessary specialized outpatient care as set forth in the referral documents and under this Agreement.

Medical Center shall make appointments available to such patient in the same manner as such appointments are made available to all other Medical Center patients, and a Practitioner shall provide the appropriate medical care to such patient within a reasonable amount of time based on the applicable standard of care. Medical Center and its Practitioners shall coordinate patient care with the patient's referring physician at Affiliate 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. Provision of Inpatient Services

Medical Center is a tertiary center providing a high level of comprehensive medical care to the community and surrounding areas. If an attending physician appropriately credentialed as a member of Medical Center's medical staff requests admissions of a patient with an emergency medical condition from Affiliate, Medical Center shall accept such patient consistent with its obligations under the Emergency Medical Treatment and Active Labor Act ("EMTALA").

In the event a patient is referred from Affiliate to Medical Center for a specific test or procedure, Medical Center shall be responsible for assuring that the contemplated test or procedure is performed as medically appropriate. Medical Center shall provide the patient or the patient's

legally authorized representative a complete explanation of the need for the specific test or procedure and the alternatives to such test or procedure, and shall secure the written consent of the patient or the patient's legally authorized representative to the specific test or procedure.

C. Cultural Competence

Medical Center shall provide the services to Affiliate's patients in a culturally sensitive manner and address linguistic differences consistent with applicable laws and Medical Center's policies.

D. Medical Records

Medical Center shall document all services provided to Affiliate's patients under this Agreement in Medical Center's electronic health records system. Such records shall be maintained consistent with all applicable laws and the Medical Center's policies.

E. Maintenance of Required Licenses and Approvals

Medical Center 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 it is accredited by and shall maintain its accreditation by The Joint Commission or other accrediting organization.

IV. **BILLING**

For all medical care provided by Medical Center to Affiliate's patients under this Agreement, Medical Center shall bill in accordance with its usual and customary practices those patients and third-parties financially responsible for the care rendered to the patient by Medical Center, including, but not limited to third-party health plans, Tri-Care, Medicare, and Medi-Cal. Neither party shall have liability to the other for the other party's charges for medical services rendered to Affiliate's patient. Subject to all applicable laws, each facility agrees to provide information in its possession to the other facility and such Practitioners sufficient to enable them to bill the responsible party or appropriate third party payor.

V. **INSURANCE**

- A. Insurance Coverage. Affiliate agrees to provide insurance set forth in accordance with the requirements herein. If Affiliate uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Affiliate agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Affiliate shall secure and maintain throughout the contract 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 Affiliate and all risks to such persons under this Agreement.
2. Commercial/General Liability Insurance – Affiliate shall carry General Liability Insurance covering all operations performed by or on behalf of Affiliate 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. 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.
 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.
 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.

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.
7. Abuse/Molestation Insurance – Affiliate 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.

B. Additional Insured

All policies, except for Worker's Compensation, Cyber Liability, General Liability, Abuse/Molestation and Professional Liability policies, shall contain additional endorsements naming the 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 the County to vicarious liability but shall allow coverage for the 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.

C. Waiver of Subrogation Rights

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

D. 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. Severability of Interests

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

F. Proof of Coverage

Affiliate 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 Affiliate shall maintain such insurance from the time Affiliate commences performance of services hereunder until the completion of such services. Affiliate will make available for inspection in its Office of Risk management complete certified copies of the policies and endorsements immediately upon request.

G. 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, Affiliate may satisfy its insurance obligations under this Section E herein, through participation in a program of self-insurance.

H. 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.

I. 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 Affiliate or County payments to Affiliate will be reduced to pay for County purchased insurance.

J. 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. Affiliate 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.

VI. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party, its directors, officers, employees and agents from any and all liabilities, claims, damages, losses, resulting solely from or attributable solely to acts or omissions of the indemnifying party or any of its agents in the performance of this Agreement.

VII. TERM AND TERMINATION

- A. This Agreement is effective as of the Effective Date and shall have a term of five (5) years from the Effective Date, unless earlier terminated pursuant to the provisions of this Agreement.
- B. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
- C. Either party may also terminate this Agreement immediately upon written notice to the other party in the event of the following:
 - 1. Either party or their principals are suspended or excluded from the Medi-Cal or Medicare Program;
 - 2. Either party becomes insolvent, files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, a trustee in bankruptcy or a receiver is appointed by appropriate authority for the party, or upon an assignment of a substantial portion of the assets of the party for the benefit of creditors;
 - 3. Either party loses any accreditation or licensures which is material for the provision of services under this Agreement;
 - 4. It becomes unlawful for either party to remain in a contractual relationship with the other party; or
 - 5. Any other basis for which immediate termination is explicitly permitted as specified in the terms of this Agreement.
- D. The Arrowhead Regional Medical Center Hospital Director is authorized to terminate this Agreement on behalf of the County.

VIII. 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, or by courier services or messenger, and addressed to the other party as follows:

To County:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Hospital Director

To Affiliate:

Blessing Community Health Center
3972 N Waterman Ave., Suite 104
San Bernardino, CA 92404
Attn: Medical Director

Any such notice to any party deposited in the mail for delivery by the United States Postal Service shall be deemed for all purposes of this Agreement to have been given 48 hours after such deposit. Notice delivered by personal service, courier or messenger shall be deemed given upon delivery.

IX. CAMPAIGN CONTRIBUTION DISCLOSURES (SB 1439)

Affiliate has disclosed to the County using Attachment 1 - Campaign Contribution Disclosure Senate Bill 1439, 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 Agreement was approved by the Board of Supervisors. Affiliate acknowledges that under Government Code section 84308, Affiliate 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 Agreement.

In the event of a proposed amendment to this Agreement, Affiliate 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.

X. DEBARMENT AND SUSPENSION

Each party 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, 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.

XI. EXCLUDED PROVIDERS

Each party shall comply with the United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs. State and Federal law prohibits any payment to be made by Medicare, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

Each party shall screen all current and prospective employees, physicians, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the party for eligibility against the OIG's List of Excluded Individuals/Entities to ensure that ineligible persons are not employed or retained to provide services related to this Agreement. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

Each party shall have a policy regarding sanctioned or excluded employees, physicians, partners and owners that includes the requirement for these individuals to notify the party administration should the individual become sanctioned or excluded by OIG.

Each party shall immediately notify the other party should an employee, physician, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Agreement.

XII. GENERAL PROVISIONS

A. Non-Exclusive

This Agreement shall be non-exclusive between the parties. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other health facility on a limited or general basis.

B. Assignment

Neither party hereto shall assign or transfer this Agreement, in whole or in part, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other Party hereto.

C. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, regulations and ordinances, including applicable standards of the Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the parties. To the extent that any provision of this Agreement conflicts with EMTALA or state licensing laws for the provision of emergency services and care, as such laws may be amended, the provisions of EMTALA or the state licensing laws, as applicable, shall take precedence over and/or automatically supersede any inconsistent provisions of this Agreement.

D. Severability

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.

E. Representation of the County

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

F. 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.

G. Release of Information

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

H. Governing Law and Venue

This Agreement shall be governed by and construed according to 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, 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.

I. Employment Discrimination

During the term of the Agreement, the parties shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. The parties shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment 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.

J. Informal Dispute Resolution

In the event that a party determines that service is unsatisfactory, 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.

K. Records

The parties shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for termination of the Agreement.

All records relating to the parties' personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

During the term of this Agreement, plus four (4) years after the term, both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without limitation: (i) retaining required documents, and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records under this Agreement and those of any organizations related to the parties.

L. Health Insurance Portability and Accountability Act (HIPAA)

The parties agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations Parts 160, 162 and 164, and patient confidentiality laws, including but not limited to California Civil Code 56 et seq., and Health and Safety Code 1280.15 and 130200 et seq., and the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 and any implementing regulations.

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.

N. 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.

O. California Consumer Privacy Act

To the extent applicable, if Affiliate is a business that collects the personal information of a consumer(s) in performing services pursuant to this Agreement, Affiliate 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. Affiliate 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. Affiliate 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. Affiliate must immediately provide to the County any notice provided by a consumer to Affiliate 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. Affiliate 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).

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and the Affiliate have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

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
of San Bernardino County

By _____
Deputy

BLESSING COMMUNITY HEALTH CENTER

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

By ►

(Authorized signature - sign in blue ink)

Gita Aminloo

Name

(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____

Address _____

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 _____

ATTACHMENT 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" in this Attachment refer to Affiliate. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Blessing Community Health Center

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
N/A	N/A

6. Name of agent(s) of Contractor:

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

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):
N/A	N/A	N/A

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
N/A	N/A

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 on or after January 1, 2023, 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/County elected officer to whom anyone listed made campaign contributions.

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