



Contract Number

SAP Number
NON-FINANCIAL

Transitional Assistance Department

| | |
|---|---|
| Department Contract Representative | Raul Gudino |
| Telephone Number | 909-388-0320 |
| Contractor | St. Bernadine Medical Center |
| Contractor Representative | Corinna Sanchez |
| Telephone Number | 909-475-2630 |
| Contract Term | September 1, 2023 through August 31, 2026 |
| Original Contract Amount | Non-Financial |
| Amendment Amount | Non-Financial |
| Total Contract Amount | Non-Financial |
| Cost Center | Non-Financial |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The State of California (State) permits a San Bernardino County Eligibility Worker (EW) to be stationed in a non-County agency or organization in order to assist eligible County residents apply for CalWORKs, CalFresh, or Medi-Cal benefits in order to improve the quality of life, health, and welfare of children and their families; and

WHEREAS, St. Bernadine Medical Center (Agency) desires to have an EW assigned to its site for the purpose of taking and processing benefit applications; and

WHEREAS, San Bernardino County (County) is willing to provide an EW to perform these services as set forth below;

NOW THEREFORE, County and Agency mutually agree to the following terms and conditions:

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ATTACHMENTS

ATTACHMENT A – NON-EMPLOYED SERVICE PARTNER REQUEST
ATTACHMENT B – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

I. DEFINITIONS

- A. Adobe Flashplayer – Program used for playing multimedia content.
- B. Bandwidth – Transmission capacity of a communication line.
- C. California Statewide Automated Welfare System Consortium IV (C-IV) – The automated welfare process in California which serves all California.
- D. California Work Opportunity and Responsibility to Kids (CalWORKs) – The public assistance program that provides cash aid and services to eligible families that have a child(ren) in the home.
- E. Gigahertz (GHz) – Measurement of computer processing speed.
- F. HyperText Transport Protocol (HTTP) – A communications protocol used to connect to servers on the World Wide Web.
- G. HyperText Transport Protocol Secure (HTTPS) – A communications protocol used to connect to secure servers on the World Wide Web.
- H. Java Scripting – Scripting language used to provide enhanced functionality in Web pages.
- I. Kilobits per second (Kbps) – Measurement of communication speed.
- J. Liquid Crystal Display (LCD) – A flat panel display technology that uses liquid crystals and a grid of transistors to draw images.
- K. Network Address Translation (NAT) – A method of network connectivity whereby addresses on one network are converted to a different address or address range on another.
- L. Random Access Memory (RAM) – Memory storage in a computer where the operating system, application programs, and data in current use are kept so that they can be quickly reached by the computer's processor.
- M. Resolution – A measurement in pixels of the sharpness of an image.
- N. Transitional Assistance Department (TAD) – Administers the support programs for persons in need of financial, nutritional and/or medical assistance, while working with families and individuals to attain self-sufficiency.
- O. Welfare-to-Work (WtW) – A federally funded grant program to help the most disadvantaged and least employable welfare recipients and noncustodial parents make the transition from welfare to work.

II. AGENCY RESPONSIBILITIES

Agency shall:

- A. Provide adequate office space, Internet connectivity, the ability to print to a duplex-capable printer, equipment, supplies, and office assistance for each EW as outlined below. Additionally, County may require Agency to provide a computer and computer software. Where County finds that the facilities, equipment, supplies, and/or Agency office assistance are inadequate, it reserves the right to refuse to assign any EW(s) to Agency and/or immediately remove any assigned EW(s) until the situation is determined adequate by County.
 - 1. Adequate office space includes, but is not limited to, a dedicated private interviewing/work area of at least 110 square footage to safely contain all the equipment and supplies, as well as the EW and two (2) other adults. There should also be a client waiting area separate from the interviewing/work area.

2. If required, Agency will supply adequate computer and software specifications to include, but not limited to:

| Computer and Software Minimum Specifications Per EW |
|--|
| Minimum of one PC with dedicated workspace |
| 1.6 GHz or faster processor |
| 4 GB or more RAM |
| Windows 7 Professional Operating System |
| Office 2007 Professional (Word, Excel, PowerPoint, and Outlook installed) |
| Adobe Acrobat Reader v9.x or later |
| Adobe Flashplayer v9.x or later |
| Microsoft Internet Explorer v8.x |
| 17" or larger LCD monitor (minimum 800 x 600 screen resolution, 16-bit color depth) NOTE: Computer screens shall not be viewable by the public. |
| Ability to print to a duplex-capable printer |
| Password-protected screen saver (set to a maximum of 15 minutes) |
| A user account to log on to the PC |
| Internet Explorer Settings: |
| JIT Compiler for Virtual Machine enabled |
| Java scripting enabled |
| Cookies enabled |
| Caching NOT set to "Never" |

3. Adequate Internet connectivity includes, but is not limited to: Bandwidth of at least 384 Kbps if dedicated, or a T1 or greater if shared; a static public IP address or range of addresses (computers can have internal private IP addresses NAT'ed to the public address or range); HTTP and HTTPS access to all required websites; and any requested information regarding the connection and addresses necessary for County IT staff to establish and verify access. Login and password shall only be known to the County EW(s) and no Agency employee shall have access to the computer.
4. Adequate equipment includes, but is not limited to: A locking desk containing at least one (1) file drawer, a standard executive-type chair with wheels, three (3) conference chairs for interviewing clients, a locking two (2) to five (5) drawer file cabinet, a calculator, a phone with access to two (2) outside phone lines and one (1) inside phone line, access to a duplex printer, access to photocopy machines and a document shredder.
5. Adequate supplies include but are not limited to: Two (2) in and out baskets, trash can, two (2) legal-size clipboards, pens, pencils, erasers, stapler, staples, staple remover, tape dispenser, scotch tape, desk ruler, clock, scissors, note pads, tablets, desk calendar, and blank standard file folders.
6. Adequate office assistance includes, but is not limited to:
- Answering the phone and taking messages when EW(s) are not present or providing a phone with voice mail capabilities.
- B. Ensure Agency staff receives adequate instruction on applicable confidentiality regulations to protect/maintain the confidentiality of all applicants and recipients.
- C. Ensure Agency employees make no attempt to exercise any control or supervision over County staff or to influence County staff regarding any client or case action.
- D. Contact the District Manager or his/her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures. The District Manager must ensure consistency with County policies and procedures is maintained.

- E. Provide County with three (3) copies of the applicable Agency rules and regulations as stated in Section II, Paragraph G.
- F. Provide County with a sixty (60) day prior written notice and justification of Agency's desire to increase or decrease the number of EW staff/hours.
- G. Understand and agree that County may or may not meet the amount of assigned EW time and/or staff requested based on limitations of County resources and personnel and County's ability to fill these positions.
- H. Not hold County responsible, financially or otherwise, for any action taken by the State, which would require the removal of the EW staff from Agency or termination of this contract in part, or whole.
- I. Ensure a safe working environment to the extent reasonably possible for EW staff.

III. AGENCY GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Agency, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Agency either in whole or in part.
- C. Agency agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Agency. 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 Agency. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County 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.
- D. If during the course of the administration of this Contract, the County determines that the Agency has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Agency agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services. Any subcontractor shall be subject to the same provisions as Agency. Agency shall be fully responsible for the performance of any subcontractor.
- F. Agency shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- G. Agency shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Agency or designee must respond to County inquiries within two (2) County business days.
- H. Agency shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Agency shall not use or disclose any identifying information for any

other purpose other than carrying out the Agency's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

I. Indemnity and Insurance – The Agency and the County agree to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Agency agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from the negligence of the Agency, including the acts, errors or omissions of the Agency, and for any costs or expenses incurred by the County on account of any claim resulting from the acts or negligence of the Agency or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by the Agency) and hold harmless the Agency and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from the negligence of the County, including the acts, errors or omissions of the County and for any costs or expenses incurred by the Agency on account of any claim resulting from the acts or negligence of the County or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

In the event that the County and/or the Agency are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the County and/or the Agency shall indemnify the other to the extent of its comparative fault.

2. Additional Insured – Agency will ensure all policies in respect to this Contract, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. County will ensure all policies in respect to this Contract, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Agency and its officers, employees, agents and volunteers as additional insured's 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.
3. 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.
4. Severability of Interests – The Agency 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 the Agency and the County or between the County and any other insured or additional insured under the policy.
5. Proof of Coverage – The Agency and County shall furnish Certificates of Insurance to the departments administering the Contract evidencing the insurance coverage, including endorsements, as required, 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 the department, and the Agency and the

County shall maintain such insurance from the time the Agency commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Agency and the Contractor 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.

6. 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.
7. 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, the County or the Agency has the right, but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary.
8. Insurance Review –
 - a. Insurance requirements are subject to periodic review by the County or Agency. The Director of Risk Management or designee for the County 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.
 - b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Agency and County agree to execute any such amendment within thirty (30) days of receipt.
 - c. Any failure, actual or alleged, on the part of the Agency or 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 Agency or County.
9. Insurance Specifications - The Agency and County agree to provide insurance set forth in accordance with the requirements herein. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Agency and County shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:
 - a. 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 persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Agency 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 County's Director of Risk Management.

With respect to Agencies that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – The Agency and County shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor or County 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:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance (County only) – The County’s 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 County is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the County owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. 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.

12. Self-Insured – If the Agency or County is self-insured for purposes of professional liability, general liability, and Workers’ Compensation, the self-insured Agency or County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers’ Compensation to provide coverage for liabilities arising out of Agency’s or County’s performance of this Contract.

13. Waiver of Subrogation Rights – The Contractor 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 shall be at least as broad as Additional Insured (Form B) endorsement from ISO, CG 2010.11 85.

- J. Agency shall comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Agency shall maintain all required licenses during the term of this Contract. There will be no exchange of Protected Health Information between the parties, without the express written authorization of a customer. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

- K. Agency shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

- L. Agency understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Agency's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- M. Agency agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Agency's relationship with County shall not be made or used without prior written approval of the Transitional Assistance Department Director or their designee.
- N. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment B – Campaign Contribution Disclosure (SB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors 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 Contractor or by a parent, subsidiary or otherwise related business entity of contractor.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Make a good faith effort to employ and train the number of EWs required to handle the benefit application workload for Agency.
- B. Schedule the EW(s) at Agency on weekdays only (Monday through Friday). EW(s) shall not be available on weekends, evenings, nights, County holidays, or 9/80 off days. EW(s) shall not work in excess of eighty hours during a two-week pay period.
- C. Be under no obligation to provide replacement EW(s) in the event an assigned EW is temporarily absent for any reason. County shall make a good faith effort to provide coverage of Agency during planned and unplanned absences within the limitations of County resources and personnel.
- D. Maintain sole authority and responsibility for the assignment and/or reassignment of all County staff, including assignment and tasks required to be completed pursuant to this Contract.
- E. Provide for supervision of the EW(s) by an Eligibility Worker Supervisor I, and for management by a District Manager.
- F. Have sole responsibility of supervising County staff, and Agency shall not exercise any control or supervision over County staff. Any concerns or suggestions shall be taken to the District Manager or his/her designee. This paragraph does not preclude Agency staff from consulting with the EW regarding any client or case action.
- G. Review the applicable Agency rules and regulations provided to County by Agency, including vaccines and use of safety equipment as marked as needed in the Non-Employed Service Partner Request (Attachment A). Agency is to provide to County any rules that are in writing and not already covered by this Contract.

County will assure that EW(s) assigned to Agency conform to the reasonable rules and regulations of Agency which are not in conflict with County rules and regulations and which are applicable to Agency employees.

- H. Maintain a log of applications taken and the disposition of applications, for TAD and Agency purposes.
- I. Provide Agency with prescreening forms and information to enable Agency to refer only applicants who are potentially eligible for program benefits to the EW(s).
- J. Provide interpreters for program applicants when Agency interpreters are not available.
- K. Provide an Eligibility Worker appointment calendar to be used jointly by the EW(s) and Agency staff in setting program screening and application appointments with the EW(s).
- L. Require EW(s) to refer potential applicants who request services other than CalWORKs, the CalFresh program or Medi-Cal benefits to their local Transitional Assistance Department offices.
- M. Ensure that all program applications are processed in accordance with the applicable state statutes/regulations and County policies.

V. FISCAL PROVISIONS

- A. There shall be no financial remuneration to the County providing Federal/State funding for the applicable CalWORKs, CalFresh, or Medi-Cal Administration is not decreased or withdrawn.

However, if the Federal/State funding for the applicable CalWORKs, CalFresh, or Medi-Cal Administration is decreased or withdrawn, Agency will choose from one of the following options:

- 1. Retain the Outstationed EW(s) at the Agency site and reimburse the County on the productive hourly rate of salary, benefits, and overhead of an EW to be calculated at the time the decreased/withdrawn funding occurs;

OR

- 2. Remove the Outstationed EW(s) from the Agency site and terminate the Contract.

- B. If Agency chooses to reimburse the County per Paragraph A, Item 1, above, any payments to the County shall commence within thirty (30) days of County notification to Agency. Agency shall then submit monthly payments to the County within ten (10) days following the service month. Monthly payments, along with all supporting documentation, are to be sent to:

San Bernardino County – Human Services
Attention: Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515

VI. TERM

This Contract is effective as of September 1, 2023 and expires August 31, 2026, but may be terminated earlier in accordance with provisions of Section VII of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

VII. EARLY TERMINATION

The County may terminate the Contract immediately under the provisions of Section III, Paragraph D, and Section VIII, Paragraph C, of the Contract. In addition, the Contract may be terminated without cause by the County or Agency by serving a written notice to either party thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.

VIII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Agency: St. Bernadine Medical Center
2101 N. Waterman Avenue
San Bernardino, CA 92404

County: San Bernardino County
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract 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.
- C. Agency 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 this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Agency shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Agency. 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.

- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to 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 the Contract 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.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, 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 Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

IX. CONCLUSION

- A. This MOU, consisting of twelve (12) pages, is the full and complete document describing services to be rendered 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.
- C. 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

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

St. Bernadine Medical Center

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

By ►

(Authorized signature - sign in blue ink)

Name Douglas Kleam

(Print or type name of person signing contract)

Title President

(Print or Type)

Dated: _____

Address 2101 N. Waterman Ave

San Bernardino, CA 92404

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Patty Steven, Contract Manager

Date _____

Reviewed/Approved by Department

►
Gilbert Ramos, Director

Date _____

Non-Employed Service Partner Request



Non-Employed Service Partner Request

Sponsor Start

Sponsor Complete

NSP Start

NSP Complete

Vendor Start/Complete

External Partner Attestation

This page must be completed by a representative from _____ on behalf of _____

External Partner (Vendor/Agency/School) representative affirms that they will conduct the following checks on the requested NSP PRIOR to starting their assignment at CommonSpirit. If the checks are not complete and cleared the External Partner representative will immediately notify the Sponsor with delays or cancelation of the start date.

Background Checks

Criminal Background Check

Must include a statewide search of every county they lived in for the past 7 years.

Sex offender Check

Health Screening

MMR (vaccine or positive titer)

Varicella (vaccine or positive titer)

TB Test (Quantiferon or 2-step PPD or T-Spot) (proof of clear chest x-ray if positive within last 12 months)

Tdap (vaccine within the last 10 years)

Flu (vaccine for current season per county guidelines)

Drug Screen (10 panel or higher)

Physical/Medical Clearance (only required for positions that require medical clearance test)

Hep B or Declination (only required if working in clinical care with potential contact with bodily fluids)

Covid Attestation**Covid-19 Vaccine ***

Yes Exemption

Non-Employed Service Partner Request

Licensure

We only accept primary source licensure. You will need to go to the state website and print off the primary source. You are responsible to make sure the licensure is current and keep a primary source on file for the non-employee. *(this is only required if the job they are performing requires a license)*

External Partner Agreement

By typing your name are agreeing that you will obtain and retain the documents listed above. An audit can be conducted at any time after the start date by CommonSpirit Health Human Resources and the documents must be provided by the end of the business day.

External Partner Representative that can provide these documents listed above? *

Date *

First

Last



This must be completed by the Vendor/Agency/School representative

Job title of Representative *

Email address of Representative listed above *

Final Submission

Save



ATTACHMENT B

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 for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding 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. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: St. Bernardine Medical Center

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

| Company Name | Agent(s) |
|--------------|----------|
| N/A | N/A |
| | |

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

| Company Name | Contact |
|--------------|---------|
| N/A | N/A |
| | |

5. 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 |
| | | |

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☒

No ☐

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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 |
| | |

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members 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. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.