



Contract Number

20-936 A1

SAP Number

4400016376

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Cedars-Sinai Medical Care Foundation on behalf of Beverly Pathology, Inc. and Cedars-Sinai Medical Center</u>
Contractor Representative	<u>Elizabeth Choi</u>
Telephone Number	<u>(310) 423-1791</u>
Contract Term	<u>September 29, 2020 through September 28, 2025</u>
Original Contract Amount	<u>NTE \$300,000</u>
Amendment Amount	<u>NTE \$250,000</u>
Total Contract Amount	<u>NTE \$550,000</u>
Cost Center	<u>7522</u>

AMENDMENT NO. 1

WHEREAS, the County of San Bernardino on behalf of Arrowhead Regional Medical Center, Cedars-Sinai Medical Care Foundation on behalf of Beverly Pathology, Inc., and Cedars-Sinai Medical Center entered into a Laboratory Service Agreement for Renal Pathology Services with a Commencement Date of September 29, 2020 ("Agreement"); and

WHEREAS, as a result of the voters in San Bernardino County approving a new county charter for the County of San Bernardino in November 2020, County of San Bernardino's legal name has been changed to "San Bernardino County"; and

WHEREAS, as a result of this change, the parties desire to amend the Agreement to reflect the updated legal names of the parties; and

WHEREAS, the parties desire to amend the Agreement to impose a not-to-exceed contract amount; and

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

1. All references to "County of San Bernardino" in the Agreement are amended to read as "San Bernardino County".

2. The following Section 3.5 is added to the Agreement:

3.5 Agreement Limit. The total amount of payments under this Agreement shall not exceed \$550,000 without an Amendment approved by the San Bernardino County Board of Supervisors. It is the responsibility of the Referring Provider to monitor its orders to ensure that it does not place any orders under the Agreement in excess of the foregoing.

3. Cedars-Sinai Lab has disclosed to the San Bernardino County ("County") using Attachment 1 - Campaign Contribution Disclosure Senate Bill 1439, 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. Cedars-Sinai Lab acknowledges that under California Government Code section 84308, Cedars-Sinai Lab is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a further proposed amendment to the Agreement, Cedars-Sinai Lab will provide County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County 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 Cedars-Sinai Lab or by a parent, subsidiary or otherwise related business entity of Cedars-Sinai Lab.

4. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.

5. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement.

6. **Electronic Signatures.** This 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 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 Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024

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 *[Signature]* Deputy

Cedars-Sinai Medical Care Foundation on behalf of Beverly Pathology, Inc.

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

By *Jill Martin*

Jill Martin (Apr 17, 2024 09:11 PDT)

(Authorized signature - sign in blue ink)

Jill Martin

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

Title EVP
(Print or Type)

Dated: Apr 17, 2024

Address 8700 Beverly Blvd. Los Angeles, CA 90048

Cedars-Sinai Medical Center

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

By *Clare Lee*

Clare Lee (Apr 22, 2024 09:44 PDT)

(Authorized signature - sign in blue ink)

Clare Lee

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

Title Vice President, Professional and Support Services
(Print or Type)

Dated: Apr 22, 2024

Address 8700 Beverly Blvd. Los Angeles, CA 90048

FOR COUNTY USE ONLY

Approved as to Legal Form

[Signature]

Charles Phan, Supervising Deputy County Counsel

Date 4/22/2024

Reviewed for Contract Compliance

[Signature]

Date

Reviewed/Approved by Department

[Signature]

William L. Gilbert, Director

Date

4/22/24

Attachment 1
Campaign Contribution Disclosure
(Senate Bill 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 Cedars-Sinai Lab.

1. Name of Contractor: Cedars-Sinai Medical Care Foundation on behalf of Beverly Pathology, Inc.
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: n/a
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):
n/a
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Cedars Sinai Medical Center	sole corporate owner
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
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
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
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 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: n/a

Name of Contributor: n/a

Date(s) of Contribution(s): n/a

Amount(s): n/a

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

1. Name of Contractor: Cedars-Sinai Medical 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: N/A

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):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Cedars-sinai medical center	cole corporate member
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
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
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
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 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: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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