



INTERIM CULINARY SUPPORT AGREEMENT

Prepared for:

**Arrowhead Regional
Medical Center**
Colton, CA

DM&A Contact:

Matthew Miller

Chief Executive Officer

Matthew@destination10.com

619.656.2100



Interim Culinary Support Agreement Amendment

August 17th, 2020

Wesley S. Toh, DrPH, MHA
Associate Hospital Administrator
Arrowhead Regional Medical Center
400 N Pepper Avenue
Colton, CA 92324
TohWes@armc.sbcounty.gov

Dear Wesley:

On behalf of Donald C. Miller & Associates, Inc. (DM&A), I am pleased to present this extension agreement providing you with Interim Culinary Support. This will deliver the requested culinary support that has been identified at Arrowhead Regional Medical Center (ARMC).

The all-inclusive investment for this service is **\$850.00 per day.**

- Five days per week, 8-hour work day, on-site by one (1) DM&A Interim Staff Member.
- Up to a maximum of 6 months of service for a maximum of \$112,200.
- This agreement can be cancelled at any time by either party without penalty.

The term of the Agreement will now extend from October 16, 2020 through April 15, 2021, unless earlier terminated by either party.

Travel expenses are included in the all-inclusive daily rate listed above.

DM&A is responsible for providing liability and workers compensation benefits for the Interim Staff Member. DM&A will be responsible for maintaining all documentation related to ARMC's human resource screening qualifications, and will provide ARMC with documentations as requested.

The Standard Terms and Conditions in Attachment "A" are incorporated herein by reference as if set forth in full. To the extent any provisions of the Agreement and amendments conflict with those set forth in the Standard Terms and Conditions in Attachment "A", the Standard Terms and Conditions shall control.

Thank you for your confidence in DM&A. We look forward to a continuing partnership in supporting Arrowhead Regional Medical Center!



Authorization

Please **authorize and date** below to signify acceptance. Please fax a copy to 619.656.1321 or scan and email to info@destination10.com.

Project Title: **Interim Culinary Support Agreement**

DM&A:

Client:



Matthew Miller

Date

Chief Executive Officer
DM&A

_____ **Date**

County of San Bernardino on behalf of Arrowhead
Regional Medical Center

ATTACHMENT "A"

Standard Terms and Conditions

1. **INVOICES:** DM&A shall invoice each purchase order and Agreement separately. Items on the purchase order must not be billed with those on other purchase orders. Agreement number or Purchase order number must be clearly shown on all invoices, shipping documents, shipments, correspondence, and related papers.
2. **PAYMENTS:** Payments shall be made, upon submission of itemized invoices of the prices stipulated, for services rendered and accepted, less deductions, if any, as herein provided. Payment shall be made by the County on any undisputed portions of any invoice issued by DM&A within 60 days of receipt of the invoice.

Note: To expedite payment of the invoice, mail or email the invoice to the "Bill To" address shown on the purchase order promptly, and include the purchase order number or Agreement number on the invoice.

If for any reason, an over-payment is made, the County requires prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.

3. **TERMINATION:** The County and DM&A each reserve the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to DM&A for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice DM&A shall promptly discontinue services unless the notice directs otherwise.
4. **INDEMNIFICATION:** DM&A agrees to indemnify, defend (with counsel reasonably approved by 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 Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. DM&A's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
5. **DAMAGE TO COUNTY PROPERTY:** DM&A shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of DM&A or its employees or agents. Such repairs shall be made immediately after DM&A becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
6. **ELECTRONIC FUNDS TRANSFERS:** DM&A shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into DM&A's designated checking or other bank account. DM&A shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
7. **LICENSES, PERMITS, AND/OR CERTIFICATIONS:** DM&A shall ensure that it, its employees, subcontractors, and agents providing services under the Agreement have all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations to provide the services under the Agreement. DM&A shall maintain these licenses, permits and/or certifications in effect for the duration of the Agreement. DM&A will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

8. **INSURANCE:** DM&A shall have, during the term of this Agreement, general commercial liability insurance policies providing coverage for bodily injury and property damage with coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. DM&A shall also ensure that it has automobile liability insurance covering all owned, hired, and non-owned automobiles that has a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage, per occurrence. DM&A must also ensure that, during the term of this Agreement, it has 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 DM&A and all risks to such persons under this Agreement. If requested, Certificates of Insurance shall be delivered and approved by the County Department to which services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of these Terms and Conditions and may be treated as a material breach of this Agreement. DM&A 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 DM&A and DM&A's employees or agents from waiving the right of subrogation prior to a loss or claim. DM&A hereby waives all rights of subrogation against the County.
9. **COMPLIANCE WITH LAWS:** DM&A shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and DM&A agrees to hold the County, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.
10. **NONDISCRIMINATION:** DM&A certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States and the State of California. DM&A further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of Agreement and the County through its Purchasing Agent may determine to cancel, terminate or suspend this Agreement. The parties agree that in the event the DM&A violates the anti-discrimination provisions of the purchase order, the County shall at its option and in lieu of cancellation, termination or suspension of this Agreement, be entitled to liquidated damages pursuant to California Civil Code section 1671 of the greater of ten percent (10%) of the purchase order amount or One Thousand Dollars (\$1000).
11. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. DM&A agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement, and further agrees and consents that venue for any action shall be exclusively in the County of San Bernardino, California.
12. **ASSIGNMENT AND DELEGATION:** DM&A shall not assign its rights or delegate its duties under this Agreement without County's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of this Agreement. The County Purchasing Agent may immediately cancel or terminate the Agreement
13. **COVENANT AGAINST GRATUITIES:** The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by DM&A or any agent or representative of DM&A is strictly prohibited. DM&A warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by DM&A, or any agent or representative of DM&A, to any officer or employee of the County with a view toward securing this Agreement or favorable treatment with respect to any determination concerning this.



14. **DEBARMENT AND SUSPENSION:** DM&A certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). DM&A further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

A handwritten signature in black ink, appearing to be 'JMM', located in the bottom right corner of the page.