



**Contract Number**

**SAP Number**

## ARROWHEAD REGIONAL MEDICAL CENTER

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	909 580-6150
<b>Contractor</b>	
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	Five Years
<b>Original Contract Amount</b>	Non-Financial
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	

### SITE AGREEMENT FOR THE MOBILE MEDICAL CLINIC PROGRAM

#### IT IS HEREBY AGREED AS FOLLOWS:

This agreement ("Agreement") is entered into by and among San Bernardino County, hereinafter referred to as "County" on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center" and \_\_\_\_\_, hereinafter referred to as "Contractor".

#### WITNESSETH

WHEREAS, the County, through the Medical Center operates a mobile medical clinic, hereinafter referred to as "Mobile Clinic";

WHEREAS, the Contractor desires that Medical Center operate the Mobile Clinic on Contractor's property as set forth herein below;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. General Information:

The delivery of services of the Mobile Clinic by the Medical Center will be on the premises of Contractor on days and at times as mutually agreed upon by both parties.

II. Obligations of Medical Center

A. Be solely responsible for staffing and providing services under this Agreement. Medical Center certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services.

B. Provide adequate supervision of the professional staff and/or trainees.

C. Be responsible for the cost, care and maintenance of the Mobile Clinic.

D. Be responsible for the services described herein provided through the Mobile Clinic on Contractor's premises:

1. History and physical examination

2. Comprehensive primary medical services

- Adult (Acute and Chronic)
- Pediatric (Acute and Chronic)
- Psychosocial Evaluation (Resident Sites)
- Financial Screening (Arrow Care, CDP, Healthy Families)
- Health Maintenance Prevention
- Family Planning Services
- Well Child/CHDP
- Health Education
- Specialty Referrals
- Family PACT

3. Referrals for additional care where indicated. If the services required cannot be performed at the designated location or by staff present, Medical Center will make its best efforts for referrals as may be appropriate to the patient's needs.

a. Should services by Medical Center include any form of medical services, including diagnostic services, treatment or counseling, Medical Center shall obtain written consent prior to providing service(s).

III. Obligations of Contractor

Provide the Mobile Clinic medical team with any necessary utilities, including phone lines and electrical hookups, as required for the Mobile Clinic.

IV. Billing

Services will be provided at no cost to the Contractor or to the patients served. The Medical Center will bill Medi-Cal and other third-party payers for eligible services.

V. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agent 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 indemnitees. The Contractor'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.

VI. Insurance

- A. County is a self-insured public entity for purposes of general liability, automobile liability and workers' compensation and warrant that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of its performance of the terms, conditions or obligations in this Agreement.
- B. Throughout the term of this Agreement, Contractor shall maintain either a program of self-insurance or insurance policies for general liability, automobile liability and workers' compensation to protect against any and all liabilities that may arise under this Agreement.

VII. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, including the Mobile Clinic caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor shall repay all costs incurred by the County for such repairs, by payment upon demand.

VIII. Status of Parties

- A. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.
- B. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

IX. Assignment

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

X. Modification

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

## XI. Rules of Construction

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Contractor. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

## XII. Governing Law and Venue

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under 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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

## XIII. Counterparts

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 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 Agreement upon request.

## XIV. Severability

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

## XV. Alternative Dispute Resolution

In the event the Contractor 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.

Notwithstanding the above, nothing herein shall preclude either party from pursuing its legal remedies at law in the event a mutually satisfactory solution is not reached.

## XVI. Term and Termination

This Agreement shall be effective upon full execution by the parties and shall remain in effect through September 13, 2026, with the option to renew for two additional years, upon written agreement signed by both parties. However, this Agreement may be terminated for any reason by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County. In the event

that Contractor fails to set forth a date upon which Contractor executes this Agreement, then this Agreement shall be effective as of the date executed by the County.

XVII. 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 personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

ARROWHEAD REGIONAL MEDICAL CENTER  
400 North Pepper Avenue  
Colton, CA 92324  
Attn: Hospital Director

CONTRACTOR  
ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:

\_\_\_\_\_

XVIII. Former County Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. 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 Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer 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.

If during the course of the administration of this Agreement, County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies

XIX. Entire Agreement

This Agreement contains 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.

XX. Inaccuracies or Misrepresentation

If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XXI. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County office or employee, whose position in the County enables him/her to influence any award of the agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Contractor or officer or employee of the Contractor.

XXII. Improper Consideration

Contractor 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 any Agreement awarded by County.

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

XXIII. Authorization

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

San Bernardino County



William L. Gilbert, Director  
Arrowhead Regional Medical Center

Dated: \_\_\_\_\_

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

By

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(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, Hospital Director

Date \_\_\_\_\_