



Contract Number

SAP Number

## Preschool Services Department

Department Contract Representative	Lydia Gitonga
Telephone Number	(909) 386-8314
Contractor	Loma Linda University Health
Contractor Representative	Norohama Varela Garcia
Telephone Number	909-558-7184
Contract Term	October 7, 2021 through October 6, 2024
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

This Contract is entered into by and between the San Bernardino County, hereinafter referred to as "County," on behalf of the Preschool Services Department, hereinafter referred to as the "Department," and Loma Linda University Health, hereinafter referred to as "LLU."

**WHEREAS**, LLU has an approved Individualized Supervised-Practice Pathways Vision Screening Program, hereinafter called the "Program," and such program provides vision screening services and requires the use of the Department's facilities for required learning experiences which may be obtained by participating in the Program and providing services to and for the Department in a manner which is mutually beneficial to students and the Department; and

**WHEREAS**, it is of mutual benefit to the parties that the volunteers use the designated facilities of the Department for field experience;

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

## TABLE OF CONTENTS

I. DEFINITIONS .....	3
II. LLU RESPONSIBILITIES .....	3
III. DEPARTMENT RESPONSIBILITIES .....	4
IV. INSURANCE .....	5
V. INDEMNIFICATION .....	5
VI. FISCAL PROVISIONS .....	5
VII. TERM .....	5
VIII. EARLY TERMINATION .....	5
IX. MODIFICATION .....	6
X. GOVERNING LAW .....	6
XI. ATTORNEY'S FEES AND COSTS .....	6
XII. CONCLUSION .....	7

## **I. DEFINITIONS**

- A. Human Services (HS) – The San Bernardino County Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- B. Vision Screening – An exam that looks for potential vision problems and eye disorders.

## **II. LLU RESPONSIBILITIES**

- A. Designate the volunteers who are enrolled in the Program of LLU to be assigned for vision screening services at the Department in such numbers as are mutually agreed to by both parties.
- B. Establish a plan for the vision screening services by mutual agreement between the Department's management and LLU's Program Field Coordinator or their duly authorized representative.
- C. Supervise all instruction and vision screening services given at the Department to the assigned volunteers and provide the necessary Ophthalmology Department field doctors/managers for the Program under this Contract.
- D. Keep all attendance of volunteers participating in the Program.
- E. Be responsible for volunteer professional activities and conduct while in the Department.
- F. Require every volunteer to conform to all applicable Department policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of LLU and the Department. This includes all confidentiality requirements applicable to the Department.
- G. Require Ophthalmology Department field doctors/managers to notify the Department in advance of:
  - 1. Volunteer placement schedules
  - 2. Placement of volunteers in vision screening dates
  - 3. Changes in vision screening dates
- H. In consultation and coordination with the Department, plan for the vision screening services to be provided to volunteers under this Contract.
- I. In consultation and coordination with the Department, arrange for periodic conferences between appropriate representatives of LLU and the Department to evaluate the Vision Screening Program provided under this Contract.
- J. Provide and be responsible for the care and control of the School's education supplies, materials, and equipment used for instruction during said program.
- K. Provide for the orientation of volunteers and staff assigned to the Department.
- L. Ensure that all staff and volunteers performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
  - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
  - 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  - 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.

4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).

M. Volunteers participating in the Program at the Department's sites are not officers, employees, or agents of LLU or the Department.

### **III. DEPARTMENT RESPONSIBILITIES**

- A. Permit each trained volunteer who is designated by LLU, pursuant to Section II, Paragraph A, to receive Program field experience at the Department sites, and shall furnish and permit such volunteers and instructors free access to appropriate facilities for such field experience.
- B. Furnish appropriate field facilities in such manner that there will be no conflict in the use thereof between LLU volunteers and volunteers from other educational institutions, if any.
- C. Maintain the facilities used for the field experience in such manner that said facilities are available to the volunteers and doctors when needed. However, all facilities will first be available for use by the Department employees.
- D. The Department will designate appropriate personnel to coordinate the volunteers' field experience in the Program.
- E. Provide the following, as needed, to volunteers who may be taking part in the training: desks, chairs, suitable space for lectures, and storage of instructional material, or otherwise specified items.
- F. Provide an orientation that includes, but is not limited to, the following:
  1. Site Tour
  2. Introduction to Staff
  3. Description of the characteristics of and risks associated with the Department's operations, services, and/or clients
  4. Discussion concerning safety policies and emergency procedures
  5. Information detailing where volunteers check in and how they log their time
- G. Provide volunteers with a written description of the volunteers' tasks and responsibilities.
- H. Inform volunteers of the need for a background check, fingerprinting, and/or a tuberculosis test. Obtain the volunteer's fingerprints, background check, and/or tuberculosis test. Maintain the confidentiality of any results as required by federal and state law.
- I. Permit and encourage employees of the Department to participate in the instructional phase of the field training.
- J. When practical, permit the Department's management or other designated personnel to attend meetings of LLU's field faculty, or any committee thereof, to coordinate the field experience Program provided for under this Contract.
- K. Have the right, after consultation with LLU, to refuse to accept for further field experience any of LLU's volunteers who in the Department's judgment are not participating satisfactorily in said Program. The Department will document its rationale for terminating a volunteer and provide LLU with a copy of the rationale upon request.
- L. The Department will recommend to LLU the withdrawal of a volunteer for reasons including, but not limited to,
  1. The achievement, progress, or adjustment of the volunteer does not warrant a continuation at the Department.
  2. The behavior of the volunteer fails to conform to the applicable regulations of the Department.

- M. The Department reserves the right, exercisable in its discretion after consultation with LLU, to exclude any volunteer from its facilities in the event that such person's conduct is deemed objectionable or detrimental, having in mind the proper administration of said Department. The Department does not require LLU's authorization or approval to remove any of LLU's volunteers from the Department's facilities.
- N. Evaluate the volunteer if requested by LLU and contact LLU if the volunteer fails to perform assigned tasks or engages in misconduct.
- O. Notify LLU as soon as is reasonably possible of any injury or illness to a volunteer while participating in the Program at the Department's site.

#### **IV. INSURANCE**

- A. The Department and LLU are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract. LLU agrees to provide proof of such coverage at the request of the Department.
- B. LLU agrees that the Department is not to assume, nor shall it assume by this Contract, liability under any applicable Workers' Compensation Law for, by, or on behalf of any volunteers while on or off the premises of Department performing any duty under the terms of this Contract. LLU agrees to indemnify, defend, and hold Department harmless with respect thereto as provided herein.

#### **V. INDEMNIFICATION**

- A. LLU agrees to indemnify, defend and hold harmless the Department, its officers, agents and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this Contract resulting from the negligent acts, errors or omissions of the LLU, on account of the injury or death of persons, or loss or damage to equipment or property of the Department.
- B. Department agrees to indemnify, defend and hold harmless LLU, its officers, agents and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this Contract resulting from the negligent acts, errors or omissions of the Department, on account of the injury or death of persons, or loss or damage to equipment or property of LLU.
- C. In the event the Department and/or LLU is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, the Department and/or LLU shall indemnify the other to the extent of its comparative fault.

#### **VI. FISCAL PROVISIONS**

There shall be no financial remuneration from this contract.

#### **VII. TERM**

This Contract is effective as of October 7, 2021 and expires October 6, 2024, but may be terminated earlier in accordance with provisions of Section VIII of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

#### **VIII. EARLY TERMINATION**

The Contract may be terminated at any time, with or without cause, by either party after giving the other party 30 days advance written notice of its intention to terminate. Any such termination by the Department shall not be effective, at the election of the LLU, as to any volunteer(s) who, at the date of mailing of said

notice by the Department, was participating in said program, until such volunteer(s) has completed the program for the then current academic term.

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.

LLU: Loma Linda University Health  
Attn: Jennifer A. Dunbar, MD  
2195 Club Center Drive Suite L  
San Bernardino, CA 92408

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

#### **IX. MODIFICATION**

This Contract may only be altered, changed, or amended by mutual agreement of the parties in writing.

#### **X. GOVERNING LAW**

This Contract is made and entered into the State of California and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

#### **XI. ATTORNEY'S FEES AND COSTS**

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Contract.

## XII. CONCLUSION

- A. This Contract, consisting of 7 pages, is the full and complete document describing services to be rendered by LLU to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and LLU has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, 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 the San Bernardino County

By \_\_\_\_\_

Deputy

Loma Linda University Health

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

By ►

(Authorized signature - sign in blue ink)

Name Michael Samardzija, PhD, JD

(Print or type name of person signing contract)

Title Vice President for Research Affairs

(Print or Type)

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

Address 24887 Taylor Street, Suite 201

Loma Linda, CA 92354

### FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Becky Giroux, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Jacquelyn Greene, Interim Director,  
Preschool Services Department

Date \_\_\_\_\_