

**TRICARE CAPITAL AND DIRECT MEDICAL EDUCATION  
REIMBURSEMENT REVIEW AGREEMENT**  
*Healthcare Reimbursement Solutions, LLC*

**Client:** *San Bernardino County on behalf of Arrowhead Regional Medical Center*

**Client Contact:** *Jeff Emery, Associate Chief Financial Officer*

**Scope of the Review Service:** Healthcare Reimbursement Solutions, LLC (“HRS”) will review all TRICARE Capital and Direct Medical Education reimbursement payments received or receivable (including related issues dealing with stale dated, void, or otherwise unclaimed checks) to Client for fiscal years ending 2029 and prior. HRS will prepare all documentation necessary to correct and collect the reimbursement from TRICARE for approval and signature by Client representative.

**Duties of Client:** Client shall furnish HRS with an authorization letter to communicate with the TRICARE Fiscal Intermediaries and select Medicare cost report worksheets. Upon receipt of any documents prepared by HRS, required to correct the reimbursement under the TRICARE program, Client shall promptly review and return the executed documents to HRS within 30 days of receipt.

**Confidentiality:** HRS will not divulge any information to anyone outside the Client concerning patient, financial, medical, or social information unless authorized by Client. In addition, HRS owns certain trade secrets, confidential information, and proprietary know-how relating to maintaining compliance and maximization of the reimbursement from TRICARE and Client agrees to hold all such trade secrets, information, and know-how in confidence; not to disclose it to others without HRS’s prior written consent, except where required by law. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. To the extent that this Agreement involves the use, disclosure, or maintenance of Protected Health Information, HRS shall comply with the attached Business Associate Agreement (Attachment B), the terms of which are fully incorporated herein. HRS further agrees to comply with the requirements of other federal and state laws that apply to the information collected and maintained by HRS for services performed pursuant to the Contract. All HRS employees and agents providing services to Client shall execute the ARMC Information Security and Confidentiality Agreement, attached hereto and incorporated as Attachment C.

**Compliance with Laws, Regulations, and Rules:** HRS will conduct its Review in strict compliance with all laws, regulations, and rules of the State where Client is organized or operates and other governmental authorities including TRICARE. HRS agrees to provide and maintain records in accordance with the Federal Security Act Section 1395x (v) (1) (I).

**Fees:** HRS’s compensation will be based solely on any increased reimbursement generated by HRS Review. Increased reimbursement shall be defined as any payments or credits and newly issued checks based on prior stale dated checks received by Client identified by HRS for fiscal years 2029 and prior. HRS’s compensation will not be reduced by the identification of overpayments made to Client in prior years. Client will compensate HRS pursuant to the following schedule: The Client will pay HRS eighteen percent (18%) of all increased reimbursement generated, as defined above, by HRS. HRS will invoice the Client once Client receives payment. Client agrees to pay the above invoices within sixty (60) days from the date of receipt.

**Term:** This Agreement will be effective as of the last date of the signature below. This Agreement shall remain in effect for five (5) years. Client & HRS shall have the right to terminate this Agreement at any time upon thirty (30) days’ prior written notice. If HRS has breached this Agreement, Client shall have the right to terminate this Agreement immediately upon notice to HRS.

**Assignment:** HRS may not assign this Agreement or its rights or obligations hereunder without the express written consent of the Client, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the Client.

*San Bernardino County on behalf of Arrowhead  
Regional Medical Center*

*Healthcare Reimbursement Solutions, LLC*

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**Insurance:** HRS shall comply with the insurance requirements on Attachment C, the terms of which are incorporated herein.

**Indemnification:** HRS agrees to indemnify, defend (with counsel reasonably approved by Client) and hold harmless the Client 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 Client 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. HRS' indemnification obligation applies to the Client's "active" as well as "passive" negligence but does not apply to the Client's "sole negligence" or "willful misconduct" within the meaning of California Civil Code section 2782.

**Compliance with Client Policy:** In performing the services and while at any Client facilities, HRS personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Client regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Client; and (d) abide by all laws applicable to the Client facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "Client Policies"). Client Policies, and additions or modifications thereto, may be communicated orally or in writing to HRS or HRS personnel or may be made available to HRS or HRS personnel by conspicuous posting at a Client facility, electronic posting, or other means generally used by Client to disseminate such information to its employees or contractors. HRS shall be responsible for the promulgation and distribution of Client Policies to HRS personnel to the extent necessary and appropriate.

Client shall have the right to require HRS's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Client in order to exercise any right of access under this Agreement.

**Debarment and Suspension:** HRS hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, HRS represents and warrants that no proceedings or investigations are currently pending or to HRS's knowledge threatened by any federal or state agency seeking to exclude HRS from such programs or to sanction HRS for any violation of any rule or regulation of such programs.

**Ownership of Documents:** All documents, data, products, graphics, computer programs and reports prepared by HRS pursuant to the Agreement shall be considered property of the Client upon payment for services (and products, if applicable). All such items shall be delivered to Client at the completion of work under the Agreement.

**Non-Exclusivity:** This is not an exclusive agreement. The Client reserves the right to enter into a contract with other consultants for the same or similar services. The Client does not guarantee or represent that HRS will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, except for as provided under the terms of this Agreement.

**Licenses, Permits, and/or Certifications:** HRS shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. HRS shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. HRS 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.

**Records:** HRS shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

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All records relating to HRS's personnel, HRSs, subcontractors, services/Scope of Work and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**Damage to Client Property:** HRS shall repair, or cause to be repaired, at its own cost, all damages to Client vehicles, facilities, buildings or grounds caused by the willful or negligent acts of HRS or its employees or agents. Such repairs shall be made immediately after HRS becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If HRS fails to make timely repairs, the Client may make any necessary repairs. HRS, as determined by the Client, shall repay all costs incurred by the Client for such repairs, by cash payment upon demand, or Client may deduct such costs from any amounts due to HRS from the Client, as determined at the Client's sole discretion.

**Governing Law and Venue:** This Agreement shall be governed by and construed according to 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.

**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 either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center  
400 N. Pepper Avenue  
Colton, CA 92324  
Attn: ARMC Chief Executive Officer

Healthcare Reimbursement Solutions, LLC  
300 Lenora Street, Suite 991  
Seattle, WA 98121  
Attn: James Jarvis

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**Signatures:** 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.

**Relationship of the Parties:** Nothing contained in this Agreement 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. In the performance of this Agreement, HRS, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Client of San Bernardino. Any provision of this Agreement that may appear to give the Client any right to direct HRS concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that HRS shall follow the direction of the Client concerning the end results of the performance.

*San Bernardino County on behalf of Arrowhead  
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**Publicity:** No news releases, advertisements, public announcements or photographs arising out of the Agreement or HRS's relationship with Client may be made or used without prior written approval of the Client.

**Subcontracting:** HRS shall obtain Client's written consent, which Client may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the services to Client. At Client's request, HRS shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Client, resumes of proposed subcontractor personnel. HRS shall remain directly responsible to Client for its subcontractors and shall indemnify Client for the actions or omissions of its subcontractors on the same terms under which HRS is required to indemnify the Client under this Agreement. All approved subcontractors shall be subject to the provisions of this Agreement applicable to HRS Personnel.

For any subcontractor, HRS shall:

- Be responsible for subcontractor compliance with the Agreement and the subcontract terms and conditions; and
- Ensure that the subcontractor follows Client's reporting formats and procedures as specified by Client.

Upon expiration or termination of this Agreement for any reason, Client will have the right to enter into direct contracts with any of the subcontractors. HRS agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with Client.

**Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439):** HRS has disclosed to San Bernardino County using Attachment D – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other San Bernardino County ("County") elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. HRS acknowledges that under Government Code section 84308, HRS is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, HRS will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the 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 HRS or by a parent, subsidiary or otherwise related business entity of HRS.

**Severability:** The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**Complete Agreement:** This Agreement constitutes the entire Agreement between the parties. The Agreement may be changed only if both parties agree in writing to change it. Any prior or contemporaneous representations, proposals, or agreements concerning the subject matter of this Agreement are of no effect whatsoever. This Agreement will be effective upon acceptance by HRS.

[SIGNATURE PAGE FOLLOWS]

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San Bernardino County on behalf of  
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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Dawn Rowe

Printed Name: James Jarvis

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Chair, Board of Supervisors

Title: CEO

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**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

HRS agrees to provide insurance set forth in accordance with the requirements herein. If HRS uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, HRS agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, HRS shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's 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 HRS and all risks to such persons under this contract. If HRS has no employees, it may certify or warrant to Client 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 Client's Director of Risk Management. With respect to contractors 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 – HRS shall carry General Liability Insurance covering all operations performed by or on behalf of HRS 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:
  - i. Premises operations and mobile equipment.
  - ii. Products and completed operations.
  - iii. Broad form property damage (including completed operations).
  - iv. Explosion, collapse and underground hazards.
  - v. Personal injury.
  - vi. Contractual liability.
  - vii. \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – 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 HRS 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 HRS 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.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  
or  
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of

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private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Client and cover breach response cost as well as regulatory fines and penalties.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Client and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Client to vicarious liability but shall allow coverage for Client 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. **Waiver of Subrogation Rights.** HRS shall require the carriers of required coverages to waive all rights of subrogation against Client, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit HRS and HRS's employees or agents from waiving the right of subrogation prior to a loss or claim. HRS hereby waives all rights of subrogation against Client.
4. **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 Client.
5. **Severability of Interests.** HRS 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 HRS and Client or between Client and any other insured or additional insured under the policy.
6. **Proof of Coverage.** HRS shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided 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 Arrowhead Regional Medical Center, and HRS shall maintain such insurance from the time HRS commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, HRS 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.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **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.
9. **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, Client has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Client will be promptly reimbursed by HRS or Client payments to HRS will be reduced to pay for Client purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Client. The Client's Director of Risk Management or designee 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 Client. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Client, inflation, or any other item reasonably related to Client's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. HRS agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Client 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 Client.

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**ATTACHMENT B**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County on behalf of Arrowhead Regional Medical Center (hereinafter Covered Entity) and Healthcare Reimbursement Solutions, LLC (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

**RECITALS**

**WHEREAS**, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

**WHEREAS**, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

**WHEREAS**, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

**WHEREAS**, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**A. Definitions**

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.



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4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

**B. Obligations and Activities of BA**

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the

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health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
  - a) Date the Breach or suspected Breach occurred;
  - b) Date the Breach or suspected Breach was discovered;
  - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - d) Number of potentially affected Individual(s) with contact information; and
  - e) Description of how the Breach or suspected Breach allegedly occurred.

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- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
    - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
    - b) The unauthorized person who had access to the PHI;
    - c) Whether the PHI was actually acquired or viewed; and
    - d) The extent to which the risk to PHI has been mitigated.
  - iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
    - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
    - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
  - iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.
6. Access to PHI
- To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.
7. Amendment of PHI
- If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.
8. Access to Records
- BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.
9. Accounting for Disclosures

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BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

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- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**C. Obligations of CE**

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1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
  - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

**D. General Provisions**

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

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In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. (“CMIA”). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient’s PHI shall survive the termination of the Contract or this Agreement.

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**ATTACHMENT C**



400 N. Pepper Avenue, Colton, California 92324-1819 | Phone: 909.580.1000

*The Heart of a  
Healthy Community™*

[www.arrowheadregional.org](http://www.arrowheadregional.org)

**INFORMATION SECURITY AND CONFIDENTIALITY AGREEMENT**

Arrowhead Regional Medical Center (ARMC) provides certain materials, information resources and technology as well as limited access to confidential or restricted operational and/or patient information to authorized users for the purposes of carrying out assigned duties only as necessary to fulfill job requirements or contractual obligations or as required by law. All authorized users of ARMC information and resources are required to protect, to the extent possible and at all times, the Confidentiality, Integrity and Availability (CIA) of such assets and information as a condition of continuous employment or business relationship with ARMC.

All hardware, software, information and communications data, purchased, created, stored or transmitted on any ARMC owned or controlled technology, system, network or device is the sole property of ARMC and is not to be used, sold, duplicated, transferred, distributed, removed, altered, deleted or destroyed without the prior express written permission of ARMC.

Misuse of any ARMC information access privileges or information technology (including electronic communications such as email and Internet access) may result in disciplinary action up to and including termination of employment or contract, or expulsion from training programs. Misuse includes but is not limited to:

1. Using ARMC time and resources for personal gain, under false pretenses, for malicious harm, or for advertising for personal services or expressing personal opinions
2. Posting, sending or attempting to post or send threatening, offensive, inappropriate or unauthorized messages; downloading or uploading any unauthorized data or software; adding to removing, modifying/installing anything to or from computer systems or devices without prior authorization
3. Using or sharing ones own or another's User ID or password or any other access control mechanism (e.g. ID badge, keys, pin codes, etc.); failing to lock/log off or otherwise secure workstation/computers
4. Attempting to break into or use ARMC's network or another computing facility for unauthorized or inappropriate activities including, but not limited to, sending or receiving copyrighted documents and/or software in violation of copyright laws or license agreements, gambling, pornography, illegal drugs, hate speech or any other criminal activity.
5. Releasing or attempting to release computer viruses, malicious code, worms, spam emails or unauthorized software or data that may adversely effect the operation of the network
6. Using, transmitting, sending, faxing, mailing, distributing or disclosing confidential or restricted information in an unsecured fashion, using an unsecured mode or medium or without proper authority or authorization in violation of ARMC policy or state or federal law.

I \_\_\_\_\_, as an employee of Healthcare Reimbursement Solutions, LLC, understand the above statements and that all resources are provided for business purposes only. I will not modify or tamper with any information technology device I am provided with. I will not modify any computer or device I am allowed to use. I also understand that I must protect the Confidentiality, Integrity and Availability of all ARMC proprietary, confidential or restricted information placed in my care or which I may come across during my course of employment or use of ARMC information and resources. I will not access information for non-business purposes, store patient information on any personally owned or unencrypted devices or post patient information on any web-based blogs or websites. I have read and agree to comply with ARMC policies and state and federal laws concerning the privacy, security and confidentiality of information and assets.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF SUPERVISORS**

COL. PAUL COOK (RET.)  
First District

JESSE ARMENDAREZ  
Second District

DAWN ROWE  
Chairman, Third District

CURT HAGMAN  
Fourth District

JOE BACA, JR.  
Vice Chair, Fifth District

Luther Snoke  
County Chief Executive Officer



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**ATTACHMENT D**

**Levine Act –  
Campaign Contribution Disclosure**  
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**DEFINITIONS**

Actively supporting or opposing 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.

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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” on this Attachment refer to HRS. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Healthcare Reimbursement Solutions, LLC
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):  
  
James Jarvis, Traci Alberts
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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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		

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	

9. Was a campaign contribution, of more than \$500, 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: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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 \$500 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.