



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Western University of Health Sciences
Contractor Representative	Sarah Loven
Telephone Number	(909) 706-3502
Contract Term	July 1, 2025 to June 30, 2028
Original Contract Amount	Revenue
Amendment Amount	
Total Contract Amount	Revenue
Cost Center	9182424200
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is made and entered into by and between San Bernardino County, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and Western University of Health Sciences, hereinafter referred to as "University."

WITNESSETH

WHEREAS, University operates an accredited medical school to provide education to its medical students ("Students"); and

WHEREAS, Medical Center operates a clinical facility that is suitable to provide clinical education experiences to the University's Students; and

WHEREAS, it is of mutual benefit to the parties that the Students use the clinical facilities of the Medical Center for their learning and research experience;

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

I. Obligations of University:

The University will –

- A. Designate a faculty member of the University who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center.
- B. Provide and maintain the records and reports of its Students during their clinical learning experiences.
- C. Maintain ultimate responsibility for the medical education program, academic affairs, and assessment of the Students.
- D. Inform Students of all applicable written policies and regulations of the Medical Center, which shall be distributed to Students during orientation. The Medical Center Coordinator shall notify the University Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with University's applicable written policies and procedures as referred to below.
- E. Ensure that University Students and faculty are informed of and will comply with all of the applicable regulatory requirements and policies of the Medical Center.
- F. Provide the names of Students, who must be pre-registered, 30 days in advance of the rotation start date. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
- G. Provide to the Medical Center Student packets 30 days in advance of the rotation start date to include:
 - Letter of Good Standing to include rotation dates
 - Background clearance
 - Proof of Medical Liability Insurance
 - Proof of Immunization/TB clearance
 - Proof of flu shot, as appropriate
 - Proof of COVID-19 vaccination or testing as required by the Medical Center
 - Board Scores
 - Student's Photo
- H. University Students must complete Fit Testing and provide verification to the Medical Center prior to beginning any rotations or training.
- I. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
- J. Provide to the Medical Center verification that each Student and Instructors, if applicable, meets Medical Center background check requirements, as follows:
 - 1. Prior to Student(s) starting their training assignment at Medical Center, all Student(s) and on-site faculty/Instructors, if applicable, who will be on Medical Center premises must complete a background check in accordance with applicable State caregiver background check law and Medical Center policy. The results of the background

check must contain clearance for at least the past seven (7) years and must include at least the following:

- All names
- All counties (San Bernardino County, California required)
- Social Security Number
- Sex Offender Database
- Office of Inspector General (OIG/GSA).

2. Only Student(s) and on-site faculty/Instructors, if applicable, with a PASS grade are accepted for training at Medical Center. Unacceptable hits include:

- Murder
- Sexual offenses/misconduct
- Physical abuse
- Misdemeanor or felony fraud
- Misdemeanor or felony theft
- Misdemeanor involving weapons/violence/cruelty
- Felony assault
- Felony involving weapons/violence
- Felony possession and furnishing (without rehabilitation certificate)
- All pending charges
- Multiple charges – two or more of the same or different nature
- Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
- Recent DUI charge – those which have occurred within the last 24 months
- Dismissed charges for which the people have presented a reasonable argument to the court against dismissal.

K. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records, as pertains to the Medical Center, will be provided to the Medical Center.

L. Withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II(L) below, the University determines such action to be warranted.

M. Meet the expectations identified below as applicable, relative to the safe quality provision of care, treatment, and/or service:

- Abide by applicable law, regulation, and University policy in the provision of care, treatment, and service.
- Abide by applicable standards of accrediting and certifying agencies to which the University itself must adhere.
- Provide a level of care, treatment, and service that would be comparable had the Medical Center provided such care, treatment, and service itself.
- When requested by the Medical Center, actively participate in the Medical Center's quality improvement program, responds to concerns regarding care, treatment, and service rendered, and undertakes corrective actions necessary to address issues identified.
- Assure that care, treatment, and/or service is provided in a safe, effective, efficient, and timely manner emphasizing the need to – as applicable to the scope and nature of the contract service – improve health outcomes and prevent and reduce medical errors.

N. The University shall provide the Medical Center with the services of a Ph.D. level biostatistician with a substantial publication record, to be nominated by the University and approved by the Medical Center. The biostatistician will provide services to ARMC at 64 hours per month at a schedule mutually agreed upon. The Office of Research and Grants at the Medical Center will provide oversight over the effective utilization of the services provided by the biostatistician. The duties to be provided by the approved biostatistician are as follows:

- Discuss research study design with principal investigators and co-investigators.
- Clarify the research questions before the submission of the Institutional Review Board (IRB).
- Identify factors that may be associated with primary and secondary outcomes.
- Assess the effect size to identify the sample size needed to achieve statistical power.
- Assist in drafting the statistical analysis section and power calculation in the IRB protocol to assure a quality study.
- Data cleaning process, including but not limited to identify outliers, assess randomness of sample selection, prepare data for analysis.
- Conduct statistical analysis to answer the research question(s).
- Corresponding with the research team regarding confusions, mistakes, and error in the database to boost the quality of the paper.
- Convey the analysis finding to the research team by producing professional quality figures and tables.
- Write up the results section and statistical analysis of the paper for the purpose of seeking publication.
- Critically review the whole paper and provide input.

It will be the biostatistician's legal and ethical responsibility to protect the privacy, confidentiality and security of all confidential information, including protected health information for any Medical Center projects in accordance with federal and state laws and Medical Center policies. All data sharing outside of the Medical Center campus will be de-identified per Medical Center policy 1000.26 with all names, medical record numbers, and any other identifying information removed. No confidential information from the Medical Center will be removed except as permitted by the Medical Center policies and in accordance with the IRB HIPAA agreement that was agreed up for each study. The biostatistician shall comply with all Medical Center and County policies while performing services under this Agreement.

The biostatistician shall not be considered an employee of the Medical Center or County for any purpose while performing services under this Agreement. The biostatistician shall remain an employee of the University at all times during the term of the Agreement and University shall be responsible for all costs associated with any salary and benefits to the biostatistician, and shall provide all workers' compensation and professional liability insurances covering the biostatistician. Notwithstanding the foregoing, the biostatistician shall be considered a Workforce member of the Medical Center for purposes of HIPAA.

II. Obligations of the Medical Center:

The Medical Center will –

- A. Designate, after consultation with the University Coordinator, a Medical Center Coordinator who will meet and plan with the University Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students.
- B. Permit access for Students and Instructors, if applicable, to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
- C. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.
- D. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Care Services, and appropriate regulatory agencies.

- E. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference rooms space at the Medical Center for use by Students assigned for clinical learning experience.
- F. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.
- G. Advise University of any changes in its personnel, operations, or policies, which may have a material effect on the clinical learning experience of the Students.
- H. Permit, upon reasonable request and subject to all applicable laws, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
- I. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.
- J. Retain ultimate professional and administrative accountability for patient care.
- K. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
- L. The Medical Center will recommend to the University the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable policies and procedures of the Medical Center. The Medical Center will assist the University, if necessary, in implementing this recommendation.
- M. The Medical Center reserves the right, exercisable in its sole discretion, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Medical Center.
- N. Design, develop, implement and maintain a clinical research program at the Medical Center and provide necessary curricula for house staff and attending physicians on the principles of clinical research.

III. Number of Guaranteed Slots and Compensation:

A. ROTATIONS

The Students participating in the clinical program under this Agreement shall be assigned to the following rotations by the Medical Center Coordinator in the following numbers for each academic year during the term of this Agreement.

ROTATION	NUMBER OF GUARANTEED SLOTS	LEARNER LEVEL
(a) Emergency Medicine	6	MSIV
(b) Family Medicine	5	MSIII
	3	MSIV
(c) Internal Medicine	6	MSIII
	3	MSIV
(d) Pediatrics	3	MSIII

(e) Surgery	4	MSIII
	2	MSIV
(f) OBGYN	3	MSIII

Additional rotations may be available at the discretion of the applicable Department Chair at the Medical Center, subject to the approval of the Medical Center Designated Institutional Officer (DIO) or Medical Center Chief Executive Officer. All such rotations during the term of this Agreement shall be subject to the terms and conditions of this Agreement. All clinical rotations must be coordinated through the Medical Center Coordinator in the Medical Center's Graduate Medical Education and are subject to weekly compensation rates denoted in Section III(B) of this Agreement.

B. COMPENSATION

For services relating to administration and coordination of the clinical rotation programs for the University's Students at the Medical Center, University agrees to pay the Medical Center as follows:

1. The University shall pay the Medical Center \$450.00 per week for each 3rd year Student rotation and \$300.00 per week for each 4th year Student rotation. Compensation shall be provided by the University based on the number of Students who rotate on the service.
2. The University shall pay the Medical Center \$100,000 per academic year towards the Medical Center's GME Education Fund. All payments received by the Medical Center under this Agreement for the GME Education Fund shall be used exclusively by the Medical Center, at its discretion.
3. The University shall pay the Medical Center \$100,000 per academic year to support the Medical Center's Office of Research and Grants. All such payments received by the Medical Center shall be used exclusively by the Medical Center, at its discretion.
4. Medical Center shall bill University for all of the foregoing on a quarterly basis. Payments shall be made by University to Medical Center within forty-five (45) days of invoice.

Based on the guaranteed rotation slots denoted in Section III(A), the following estimated yearly amount will be provided to the Medical Center each year if all denoted slots are fully utilized:

Internal Medicine	\$164,600
General Surgery	\$115,200
Family Medicine	\$151,200
Pediatrics	\$51,200
OBGYN	\$51,200
Emergency Medicine	\$129,600
TOTAL ESTIMATED ROTATION COSTS	\$663,000 per academic year

Yearly Compensation Total:

Estimated Rotations at Weekly Rates	\$663,000
GME Education Fund	\$100,000
Support for Office of Research and Grants	\$100,000
TOTAL	\$863,000per academic year

IV. Insurance:

University

- A. The University agrees to provide insurance set forth in accordance with the requirements herein.
- B. Without in any way affecting the indemnity herein provided and in addition thereto, the University shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, providing services on behalf of the University covering its employees under this Agreement.
2. Comprehensive General Liability Insurance - The University shall carry General Liability Insurance covering all covered operations performed by or on behalf of the University 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:
 - Premises operations
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Personal injury
 - \$2,000,000 general aggregate limit.
3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hire 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 accident.

If the University is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the University owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. 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.
5. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits covering Students and employees of the University.

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.

6. Abuse/Molestation Insurance – University shall have abuse or molestation insurance providing coverage for all University employees and University Students. The policy shall

have liability limits of not less than one million dollars (\$1,000,000) per occurrence with a two million dollars (\$2,000,000) aggregate limit.

- C. Additional Insured – All policies, except for Workers' Compensation, Abuse/Molestation and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, and agents as additional insured with respect to liabilities arising out of the performance of services hereunder.. Such additional insured coverage shall be at least as broad as Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.
- D. Waiver of Subrogation Rights – The University 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 the University and University's employees or agents from waiving the right of subrogation prior to a loss or claim. The University hereby waives all rights of subrogation against the County.
- E. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage – University shall furnish Certificates of Insurance to the Medical Center evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder.
- G. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement.
- H. Insurance Review – Insurance requirements are subject to periodic review by the County. The County 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 above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. 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 the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. University agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County 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 the County.

County

County is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self- insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this Agreement.

County shall furnish University with certificates of self-insurance evidencing compliance with all requirements.

County further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the University and County, against other insurable hazards relating to performance.

V. Indemnification:

- A. University shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, agents, and Students.
- B. County shall indemnify and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
- C. In the event that University or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the University and/or County shall indemnify the other to the extent of its comparative fault.
- D. The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without material prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

VI. Cooperation in Disposition of Claims:

County and University agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. University shall be responsible for discipline of Students in accordance with University's applicable policies and procedures. To the extent allowed by law and subject to all applicable laws, County and University shall have reasonable and timely access to the medical records, charts, and other documents relating to any claim or investigation related to services provided under this Agreement; provided, however, that nothing shall require either County or University to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege.

VII. Status of County and University:

The parties expressly understand and agree that -

- A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and University and their employees, partners, or agents, but rather is an Agreement by and among independent contractors, which are County and University.
- B. Instructors and Students and other University personnel are present at the Medical Center only for educational purposes, and such Instructors and Students and personnel are not to be considered employees or agents of the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, health insurance, Workers' Compensation insurance, or any other fringe benefits of employment.

VIII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

IX. 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.

X. Compliance with Immigration Laws:

The parties hereby certify that they shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

XI. Assurance of Non-Discrimination:

The University and the County, in compliance with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age, handicap or any other protected class in any policies, procedures or practices. Accordingly, the County will cooperate with the University in the fulfillment of its obligations under these laws, the County will reasonably cooperate with the University to ensure that the educational opportunities offered to the University students at County are conducted in accordance with such requirements.

XII. Assignment:

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

XIII. 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 University. 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.

XIV. 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.

XV. 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. Any action arising hereunder shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.

XVI. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto. 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.

XVII. Legality and Severability:

The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. 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.

XVIII. Excluded Providers:

If applicable, University shall comply with the United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs. State and Federal law prohibits any payment to be made by Medicare, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

University shall screen all current and prospective employees, physicians, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the University for eligibility against the OIG's List of Excluded Individuals/Entities to ensure that ineligible persons are not employed or retained to provide services related to this contract. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

University shall have a policy regarding sanctioned or excluded employees, physicians, partners and owners that includes the requirement for these individuals to notify the University should the individual become sanctioned or excluded by OIG.

University shall immediately notify ARMC's Chief Compliance Officer should an employee, physician, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this contract.

XIX. Term and Termination:

This Agreement shall be effective July 1, 2025, through June 30, 2028. However, this Agreement may be terminated, with or without cause, by either party after giving the other party ninety (90) days advance written notice of its intention to terminate. The Medical Center Chief Executive Officer is authorized to terminate this Agreement on behalf of the County. However, any such termination by the County shall not be effective, at the discretion of the County, as to any Student who at the date of mailing of said notice was participating in the clinical learning experience until such Student has completed the rotation for the then current academic term. Each party may also terminate this Agreement immediately upon written notice to the other party in the event that the other party a material breach of this Agreement or engages in any conduct that materially affects the licensure or accreditation status of the party giving notice.

The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law or equity. The exercise of any right or remedy by a party shall not preclude or waive its right to exercise any other rights or remedies available under this Agreement, at law, or in equity.

XX. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

County:

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

University:

Western University of Health Sciences
309 E. 2nd Street
Pomona, CA 91766-1854
Attention: Office of the Provost

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

XXI. Authorization:

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

XXII. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

University has disclosed to the County using Attachment 1 – 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 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 Board of Supervisors. University acknowledges that under Government Code section 84308, University 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, the University 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 the University or by a parent, subsidiary or otherwise related business entity of University.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, 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
San Bernardino County

By _____
Deputy

WESTERN UNIVERSITY OF HEALTH SCIENCES

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

By ► _____
(Authorized signature - sign in blue ink)

Paula M. Crone, DO

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

Title Provost/Chief Academic Officer

(Print or Type)

Dated: _____

Address 309 East Second Street
Pomona, CA 91766

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Charles Phan, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Andrew Goldfrach, ARMC Chief Executive Officer

Date _____



ATTACHMENT 1
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.

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 refers to University. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Western University of Health Sciences
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☒ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: __N/A__
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):
__N/A__
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
None	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
None		

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):
<u>None</u>		

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
--------------	--------------------

None	

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: N/A

Name of Contributor: N/A

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

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$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.