

## **Agreement for Disclosure of Medical and Billing Information on Behalf of a Healthcare Provider**

This Agreement for Disclosure of Medical and Billing Information on Behalf of a Healthcare Provider (this “Agreement”) is made on the date this Agreement is fully executed (the “**Effective Date**”) by and among San Bernardino County on behalf of Arrowhead Regional Medical Center, a political subdivision organized under the California Constitution and laws of the State of California, operating a licensed general acute care hospital located at 400 N. Pepper Avenue, Colton, CA 92324, on behalf of itself and its affiliated entities (collectively, “**Facility**”); Inland Empire Anesthesia Medical Group, Inc., a professional medical group that provides medical services at Facility, on behalf of itself and its affiliated entities (“**Practice**”); and Coronis Health RCM, LLC (“**Coronis**”). Facility, Practice and Coronis are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### **RECITALS:**

- A.** Facility collects and maintains Protected Health Information (“**PHI**”) and is a “Covered Entity”, both as defined under the Health Insurance Portability and Accountability Act of 1996, including amendments made thereto and additional obligations imposed by the Health Information Technology for Economic and Clinical Health Act contained in Public Law 111-005 and any additional regulations or guidance promulgated thereunder (collectively “**HIPAA**”), which use and disclosure of such PHI is subject to the requirements contained therein;
- B.** Practice provides professional services at the Facility and Coronis provides certain billing and other related services to Practice;
- C.** Facility’s provision of PHI to Practice (or to Coronis on behalf of Practice) so that Practice may bill and collect payment for services provided by Practice at Facility is a permitted use or disclosure of PHI under HIPAA;
- D.** Practice has requested that the Facility provide certain records and information of Facility that includes PHI (“**Information**”) to Coronis so that Coronis, on Practice’s behalf, may bill and collect payment for professional services provided by Practice at the Facility; and
- E.** The Parties desire to ensure their common understanding regarding disclosure of Information from Facility to Coronis, their obligations to comply with HIPAA in their use and disclosure of PHI, and other terms and conditions set forth herein regarding their receipt and use of the Information.

**NOW, THEREFORE**, each Party understands and agrees to all of the following:

- 1. Scope of Access.** All of the foregoing recitals are correct and accurate and incorporated herein by reference. Practice requests that Facility transmit directly to Coronis Information so that Coronis can (on Practice’s behalf) bill and collect for professional services provided by Practice at the Facility. Facility agrees to provide to Coronis (on Practice’s behalf) Information for the purpose of allowing Coronis (on Practice’s behalf) to bill and collect payment for professional services provided by Practice at the Facility. The Information provided by Facility to Coronis shall be the minimum necessary to enable Coronis to assist Practice in billing for the professional services provided by Practice at the Facility.
- 2. HIPAA Assurances.** Each Party will comply with HIPAA and all other privacy laws and regulations applicable to the use and disclosure of Information. Coronis and Practice have entered into and maintain an

appropriate HIPAA Business Associate Agreement with one another that complies with the requirements of HIPAA.

3. **No Compensation and Relationship of the Parties.** Neither Coronis nor Practice shall be required to pay Facility any compensation for Facility's performance of this Agreement. Nothing in this Agreement nor the Information provided is intended by the Parties to exercise influence over the reason or judgment of Coronis, Practice or any physicians associated with Practice with respect to referrals and in no way is contingent upon the admission, recommendations, referrals, or any other form of arrangement by Coronis, Practice or any associated physicians of any item or service offered by Facility. The parties hereto acknowledge and agree that this Agreement does not create the relationship of employer and employee or any agency or joint venture relationship between the Parties.
4. **Term and Termination.** This Agreement is effective as of the Effective Date and shall continue for a term of five (5) years, unless earlier terminated by either Party. Any Party may terminate this Agreement for any reason with at least thirty (30) days advance written notice to the other Parties.
5. **Debarment and Suspension.** Each party 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, each Party represents and warrants that no proceedings or investigations are currently pending or to the Party's knowledge threatened by any federal or state agency seeking to exclude the Party from such programs or to sanction the Party for any violation of any rule or regulation of such programs.
6. **Legality and Severability.** The parties' actions under the 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 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.
7. **Licenses, Permits, and/or Certifications.** Coronis shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, Facility, and municipal laws, ordinances, rules and regulations. The Coronis shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Coronis will notify Facility immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.
8. **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.
9. **California Consumer Privacy Act.** To the extent applicable, if Coronis is a business that collects the personal information of a consumer(s) in performing services pursuant to this Agreement, Coronis must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Coronis must contact the Facility promptly upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the Facility, including but not limited to, providing a list of disclosures or deleting personal information. Coronis must not sell, market or otherwise disclose personal information of a consumer provided by the Facility unless specifically authorized pursuant to terms of this Agreement. Coronis must immediately provide to the Facility any notice provided by a consumer to Coronis pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or

maintained pursuant to this Agreement. Coronis must promptly notify the Facility if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**10. Indemnification.** Coronis and Practice agree to indemnify, defend and hold harmless the Facility and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement to the extent such claims arise directly from the negligent and intentional acts, errors, and omissions of Coronis and/or Facility except where such indemnification is prohibited by law. The Practice's and Coronis' indemnification obligation does not apply to the Facility's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. .

**11. Campaign Contribution Disclosure (SB 1439).** Coronis and Practice have disclosed to the Facility using Attachments 1 and 2 - Campaign Contribution Disclosure Senate Bill 1439, respectively, whether they have made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") 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. Coronis and Practice acknowledge that under Government Code section 84308, they are prohibited from making campaign contributions of more than \$250 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 Practice and Coronis will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 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 Practice or Coronis or by a parent, subsidiary or otherwise related business entity of Coronis or the Practice.

**12. Entire Agreement.** This Agreement, including all attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents 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.

**13. Miscellaneous.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and may not be amended or modified except in writing signed by all the Parties hereto. The obligations of the Parties under this Agreement shall survive any termination of this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with HIPAA or any other applicable law or regulation. This Agreement may not be assigned by any Party without the written consent of the other Parties, except that any Party may assign this Agreement to a successor in the event of a merger, consolidation, other reorganization or transfer or sale of all or substantially all of its assets so long as the successor is an organization that Facility is not legally prohibited from doing business with. This Agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any action arising hereunder shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together will constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**“Facility”**

San Bernardino County on behalf of  
Arrowhead Regional Medical Center

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By: Dawn Rowe  
Its: Chair, Board of Supervisors

**“Coronis”**

Coronis Health RCM, LLC

*Rita Astani*  
Rita Astani (Mar 15, 2024 08:08 EDT)

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By: Rita Astani  
Its: President, Anesthesia

**“Practice”**

Inland Empire Anesthesia Medical  
Group, Inc.

*Mark E. Comunale*  
Mark E. Comunale, M.D. (Mar 15, 2024 13:38 PDT)

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By: Dr. Mark Comunale  
Its: President/CEO



ATTACHMENT 1  
**Campaign Contribution Disclosure  
(SB 1439)**

**DEFINITIONS**

Actively supporting 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 refer to Coronis. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Coronis Health RCM, 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:  
Tony Mira
  
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):Coronis Health, LLC
  
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Raven RCM Intermediate Holding, LLC	Parent
NA	NA

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA	NA	NA
NA	NA	NA

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):
NA	NA	NA
NA	NA	NA

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
NA	NA
NA	NA

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, 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: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

Please add an additional sheet(s) to identify additional Board Members/County elected officer 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 \$250 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.



ATTACHMENT 2  
**Campaign Contribution Disclosure**  
**(SB 1439)**

**DEFINITIONS**

Actively supporting 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:

- (4) One business entity has a controlling ownership interest in the other business entity;
- (5) there is shared management and control between the entities; or
- (6) 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 refer to Practice. If a question does not apply respond N/A or Not Applicable.**

11. Name of Contractor: Inland Empire Anesthesia Medical Group, Inc.

12. 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

13. 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:  
Mark E. Comunale, MD

14. 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):Mark E. Comunale

15. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Pain Management and Critical Care Medicine Inc	Mark E Comunale, MD
NA	NA

16. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA	NA	NA
NA	NA	NA

17. 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):
NA	NA	NA
NA	NA	NA

18. 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
NA	NA
NA	NA

19. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, 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.

20. Name of Board of Supervisor Member or other County elected officer: Dawn Rowe

Name of Contributor: Mark E Comunale, MD

Date(s) of Contribution(s): Mid 2023 estimated

Amount(s): 7500 estimated

Please add an additional sheet(s) to identify additional Board Members/County elected officer 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 \$250 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.