

CONTRACT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS

BETWEEN

WESTERN UNIVERSITY OF HEALTH SCIENCES

AND

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

FOR THE PHYSICIAN ASSISTANT PROGRAM

THIS AGREEMENT, is made by and between **WESTERN UNIVERSITY of HEALTH SCIENCES**, for and by its School of Health Sciences, Physician Assistant Program, hereinafter called "the University" and San Bernardino County on behalf of Arrowhead Regional Medical Center, hereinafter called "the Facility."

WITNESSETH

THAT WHEREAS the University has established approved Clinical Programs of medical education and clinical training for physician assistant students ("Students") covered by this Agreement, hereinafter referred to as "the Program"; and

WHEREAS the Program requires facilities where Students can obtain the clinical learning resources and experience required for the Program; and

WHEREAS the Facility has the clinical setting and equipment needed by the Students as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide suitable clinical experience situations and maintain an appropriate learning environment with a shared responsibility of the Facility and University for the Students to participate in rotations in the specialties as set forth on Attachment 1. It is

understood that in no case shall Students replace regular staff.

1.2 Subject to the University's consultation and approval, Facility will designate appropriate personnel to coordinate and supervise the Student's clinical learning experience in the Program while participating in the rotations specified on Attachment 1 at the Facility. This will involve planning between the responsible University faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the Clinical Education Program of the Students. That person will be known as the Designated Institutional Official. The Facility will notify the University in writing of any change or proposed change of the Designated Institutional Official.

1.3 Subject to and limited by all applicable laws, the Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 Subject to and limited by all applicable laws and the policies and procedures of the Facility, the Facility will provide the necessary authority and consultation to clinical department chairs of the University ("Chairs") to ensure clinical faculty and Student access to appropriate resources for student training. This Agreement, however, does not confer the Chairs or Students with any (1) clinical privileges at the Facility, or (2) membership on Facility's Medical Staff or Advanced Practice Provider staff.

1.5 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of a Student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said Student's participation in the clinical learning experience shall immediately cease.

1.6 The Facility reserves the right, exercisable in its discretion after consultation with the University, 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 the said Facility. In the event of an emergency, as determined by Facility, Facility may, without advance consultation with the University, 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 the said Facility.

1.7 The Facility shall provide all equipment and supplies needed for clinical instruction at the Facility, as determined by Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.8 The Facility shall provide necessary emergency care or first aid required by an accident occurring at the Facility for a Student and, except as herein provided, Facility will have no obligation to furnish medical or surgical care to any Student. The cost for any and all medical care provided shall be borne by the University participant (Student or faculty).

1.9 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the Student's activities while at the Facility.

1.10 The Facility will maintain records and reports on each student's performance as specified by the Program and provide an evaluation to the University on forms provided by the University.

1.11 The Facility will ensure that Student(s) exposed to infections or environmental hazards or other occupation injuries at clinical Facility will be managed according to the policy of the Facility. Subject to and limited by any restrictions of applicable laws, Facility agrees to notify the University's Student Health Service of the occurrence of such exposure to Student(s) for follow-up. Such notification will be subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University has the ultimate authority over its academic curriculum and the education and assessment of its students.

2.2 The University will withdraw a student from the clinical program at the Facility upon notice as set forth in paragraph 1.5.

2.3 It shall be the responsibility of the Academic Coordinator of Clinical Education, after consultation with the Facility, to plan the clinical educational program for student clinical experiences.

2.4 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved for the rotations in the specialties set forth on Attachment 1 at the Facility.

2.5 The University will require all students to abide by the policies and procedures of the Facility while participating in rotations at Facility. University students are expected to attend orientation in the Office of Graduate Medical Education before beginning their rotations at the Facility. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.6 The University communicates with the Facility Student Coordinator the rotations and names of the students 60 (sixty) days in advance of the start of each rotation. The number of University Students that will rotate and the scheduling of such rotation at Facility shall be mutually agreed upon by the Facility and University.

2.7 The University assures that all students are covered by health and liability (malpractice insurance) as set forth in paragraph 5 below.

2.8 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.9 The University will ensure that, prior to clinical placement, each student has taken or signed a waiver of declination of the Hepatitis B series and has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

2.10 The University will certify that each Student participating in Clinical Experience Programs has successfully passed a comparable criminal background check and drug/alcohol screen in effect at Facility during the time of the clinical experience. Facility background check requirements for Students are as follows:

A. Prior to the Student(s) starting their training assignment at Facility, all Student(s) and on-site faculty who will be on Facility premises must complete a background check in accordance with applicable State caregiver background check law and Facility 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:

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

B. Only Student(s) with a PASS grade are accepted for training at the Facility.

Unacceptable hits include:

1. Murder
2. Sexual offenses/misconduct
3. Physical abuse
4. Misdemeanor or felony fraud
5. Misdemeanor or felony theft
6. Misdemeanor involving weapons/violence/cruelty
7. Felony assault
8. Felony involving weapons/violence
9. Felony possession and furnishing (without rehabilitation certificate)
10. All pending charges
11. Multiple charges – two or more of the same or different nature

12. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
13. Recent DUI charge – those which have occurred within the last 24 months
14. Dismissed charges for which the People have presented a reasonable argument to the Court again dismissal.

2.11 The University will ensure that, prior to clinical placement at Facility, each Student will have had a recent two-step skin test for tuberculosis.

2.12 The University will ensure that, prior to clinical placement, each student will provide to University documentation of required immunization(s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; d) Rubella (2MMRs), and e) COVID-19. In the event that a student seeks an exemption from Facility's vaccination requirements, the Student must follow all University's and Facility's policies and procedures to establish such exemption and must follow all policies and procedures associated with being granted such exemptions.

2.13 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for Students if requested to do so by the Facility.

2.14 The University is responsible for the academic appointment of faculty members at the University who participate in Student. The appointment is initiated through the respective departments responsible for instruction, evaluation, and teaching.

3. RESERVATION OF RIGHTS; PLACEMENT

The University reserves the right to withhold placement of Program Students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. OPERATIONALIZATION OF THIS AGREEMENT

Recognizing that the specific nature of the clinical experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop documents with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program at the Facility.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. Professional Liability coverage with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00) for University's employees, agents, faculty, and Students. 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. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000). 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. Personal injury.
- C. 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 its employees providing services on behalf of University and all risks to such persons under this Agreement.

- D. University shall have abuse or molestation insurance with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit providing coverage for all of University's employees, agents, and Students.
- E. 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.
- F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A-F shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. The University shall provide written notice to Facility at least 30 days in advance of any cancellation of the above coverage.

All policies, except for Worker's Compensation, professional liability, and umbrella policies, shall contain additional endorsements naming the Facility and its officers, employees, medical staff, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of this Agreement. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

University shall require the carriers of required coverages to waive all rights of

subrogation against the Facility, its officers, employees, agents, volunteers, contractors and subcontractors. All general liability insurance coverage provided shall not prohibit University and its employees or agents from waiving the right of subrogation prior to a loss or claim. University hereby waives all rights of subrogation against the Facility.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Facility.

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”.

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared.

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, Facility has the right but not the obligation or duty to cancel this Agreement.

Insurance requirements are subject to periodic review by Facility. The Facility’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 Facility. 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 Facility, inflation, or any other item reasonably related to the Facility’s risk.

Any change requiring additional 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 Facility 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 Facility.

Except where prohibited by law, the University agrees to indemnify, defend, and hold harmless the Facility, its officers, directors, employees, medical staff and advanced practice provider staff members, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any negligence, willful misconduct, or breach of this Agreement by the University, its officers, directors, employees, Students, or agents. This indemnification obligation shall not apply to the extent that such claims, liabilities, damages, losses, or expenses are caused by the sole negligence or willful misconduct of the Facility, its officers, directors, employees, or agents.

6. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000). University will be named additional insured.
- C. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

Except where prohibited by law, the Facility agrees to indemnify, defend, and hold harmless the University, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any negligence, willful misconduct, or breach of this Agreement by the Facility, its officers, directors, employees, or agents. This indemnification obligation shall not apply to the extent that such claims, liabilities, damages, losses, or expenses are caused by the sole negligence or willful misconduct of the University, its officers, directors, employees, or agents. In the event that University or Facility is found to be comparatively at fault for any claim, the University and/or Facility County shall indemnify the other to the extent of its comparative fault.

7. NONDISCRIMINATION

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap, or other legally protected status. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, each party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

8. COMPENSATION

For services related to the administration, coordination, and cost incurred by Facility for the Program at Facility's site, University agrees to pay Facility \$350.00 per week per Student per rotation at the Facility. Facility shall bill University for all the foregoing on a quarterly basis in arrears. Payments shall be made by University to Facility within thirty (30) days of the date of invoice.

9. TERM AND TERMINATION

A. TERM. This Agreement will be effective for the five years from the date fully executed by the parties (“Effective Date”), unless earlier terminated pursuant to the terms of this Agreement.

B. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. The notice required under this clause shall be sent by certified mail, postage prepaid. Unless prohibited by law, this Agreement may be immediately terminated by Facility for cause in the event of any of the following circumstances:

1. Revocation of University’s accreditation or licenses necessary for the performance of this Agreement; or
2. Breach by University of any material term, covenant, or condition of this Agreement which cannot be cured or is not cured to Facility’s satisfaction within the time requested by Facility; or
3. University is convicted of any criminal offense related to health care or has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid; or
4. University files for bankruptcy or becomes insolvent.

If the termination date occurs while a Student has not completed his or her clinical learning experience at the Facility and is in good standing with the Facility, the Student may, subject to the approval of Facility, be permitted to complete the scheduled clinical learning experience, and the University and the Facility shall cooperate to accomplish this goal. In the event of such approval, the terms of this Agreement shall be extended until the Student completes the rotation, but no other Student may continue or start rotations at Facility during that period. Facility’s ARMC Chief Executive Officer may exercise Facility’s right to terminate this Agreement.

10. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall

this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Student shall look to Facility for any salaries, insurance or other benefits.

11. CONFIDENTIALITY

The University will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Facility. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of Students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility.

12. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. For the avoidance of doubt, this Agreement supersedes (1) the Master Affiliation Agreement entered into on December 21, 1999 (“MAA”) as it relates to physician assistant training and (2) the Physician

Assistant Training Subagreement #2 to the Affiliation Agreement between Western University of Health Sciences and Arrowhead Regional Medical Center (“Subagreement”) and, to the extent the MAA and Subagreement have not been terminated, shall be terminated as of the Effective Date.

13. GENERAL

This Agreement is written for the benefit of the parties hereto, and to no other. The parties to this Agreement acknowledge that the Facility retains the professional and administrative responsibility for patient care and the services it provides. The parties understand that the Facility must comply with all State and Federal regulations applicable to the running of the Facility, therefore as a service provider, the Facility acknowledges that it is accredited by the Joint Commission compliant with Medicare and all other State and Federal regulations.

University 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, University represents and warrants that no proceedings or investigations are currently pending or to University’s knowledge threatened by any federal or state agency seeking to exclude University from such programs or to sanction University for any violation of any rule or regulation of such programs.

14. NOTICES

Notices required under this Agreement shall be sent by certified mailed, postage prepaid, to the parties at the following addresses:

University:

Office of the Provost
Western University of
Health Sciences

Facility:

Arrowhead Regional Medical Center
400 N. Pepper Ave.
Colton, CA 92324

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

University agrees to inform all students and faculty of the requirement to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to patient confidentiality.

16. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed under the laws of the State of California without regard for principles of choice of law, and any action arising under this Agreement shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.

17. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)

University has disclosed to San Bernardino County using Attachment 2 – 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 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. 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.

18. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive termination or expiration, shall remain in full force and effect following the termination or expiration of this Agreement. Such provisions shall survive and continue to bind the parties in accordance with their terms, notwithstanding any termination or expiration of this Agreement.

19. SIGNATURES

The 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the authorized representative of the respective parties
have executed this Agreement.

University:

Facility:

WESTERN UNIVERSITY OF HEALTH
SCIENCES
309 E. 2nd Street
Pomona, CA 91766-1854

SAN BERNARDINO COUNTY ON
BEHALF OF ARROWHEAD
REGIONAL MEDICAL CENTER
400 N. Pepper Ave.
Colton, CA 92324

By _____
(Authorized signature - sign in blue ink)

Paula M. Crone, DO
Title: Provost/Chief Academic Officer

Date: _____

By _____
Dawn Rowe, Chair,
Board of Supervisors

Date: _____

ATTACHMENT 1

Training Capacity. Facility agrees to provide a reasonable estimate of the number of Students the Facility's site is able to accommodate from University in a given academic year. This estimate may be revised by the Facility from time to time as necessary by providing a written update to the program via email or written letter. The estimate is neither binding nor a commitment by Facility to offer the number of rotations specified herein for the term of the Agreement. The estimate may change in the course of the term of this Agreement based on Facility's capacity and operational needs.

The following table identifies the medical specialties for which Facility may accept Students for rotations from University under this Agreement, upon approval of the Facility:

<u>Specialties</u>
Anesthesiology Diagnostic Radiology
Emergency Medicine Family Medicine
Internal Medicine Neurology
Neurosurgery Ob/Gyn Psychiatry Surgery Vascular Surgery
Orthopedic

Any changes to this list shall require an amendment to this Agreement.



ATTACHMENT 2

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 refer 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 ☒X 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:

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):

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	N/A
None	N/A

6. Name of agent(s) of Contractor:

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

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>	<u>N/A</u>	<u>N/A</u>
<u>None</u>	<u>N/A</u>	<u>N/A</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	N/A
None	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.