



Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Western Governors University</u>
Contractor Representative	<u>Christina Wicker</u>
Telephone Number	<u>(385) 428-8705</u>
Contract Term	<u>Five years from date of full execution</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>Non-Financial</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>8210</u>

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is 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 Governors University (WGU), hereinafter referred to as "School."

WITNESSETH

WHEREAS, the School has the need of additional facilities for clinical training of its Nursing students, Health Information Management students, MBA Healthcare Management students, and Masters in Leadership and Management students, hereinafter collectively referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training for the Students; and

WHEREAS, it is of mutual benefit to the parties to establish this coordinated clinical educational program for the education and training of the Students at the clinical facilities of the Medical Center;

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

I. Obligations of School:

The School will -

- A. Designate a faculty member of the School who shall serve as a Coordinator ("School Coordinator") and be responsible for supervising and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center ("Medical Center Coordinator"). The School Coordinator and Medical Center Coordinator shall mutually determine the number of Students that will receive training at Medical Center.
- B. Provide and maintain the academic records and reports of its Students during their clinical learning experiences.
- C. Inform Students of Medical Center's requirement to comply with all applicable policies and procedures of the Medical Center. The Medical Center Coordinator shall notify the School Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with School's applicable policies and procedures as referred to below.
- D. Notify Students that they must follow all of the regulatory requirements stipulated by Medical Center.
- E. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
- F. Provide to the Medical Center, upon execution of this Agreement and separate written request, verification of (a) immunization for Hepatitis B or a signed OSHA declination; (b) an annual skin test, chest x-ray or other appropriate health test or survey for Tuberculosis; and (c) immunization for Measles and Rubella.
- G. Provide (1) basic Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rule training to its Students prior to placement at Medical Center and (2) department records of completion of such training to Medical Center upon written request. School also agrees to notify Students that they are required to comply with Medical Center's HIPAA policies and procedures during their rotation at Medical Center.
- H. Provide Students with training in Human Blood and Body Fluid Precautions that meets Occupational Safety and Health Administration ("OSHA") Regulations and notify Students of Medical Center's requirement to comply with all applicable policies, procedures, rules and regulations of Medical Center.
- I. School agrees to notify Students that they must provide to the Medical Center verification that the Student meets Medical Center background check requirements for students, as follows:
 - 1. Prior to Student(s) starting their training assignment at Medical Center, all Student(s) who will be on Medical Center premises must, at their own expense, complete a background check in accordance with applicable State caregiver background check law and Medical Center policy. The results of the background check must be provided to Medical Center and contain clearance for at least the past seven (7) years and must include at least the following:
 - a. All names
 - b. All counties (San Bernardino County, California required)
 - c. Social Security Number

- d. Sex Offender Database
 - e. Office of Inspector General (OIG/GSA).
2. Only Student(s) with a PASS grade are accepted for training at Medical Center. Unacceptable hits include:
- a. Murder
 - b. Sexual offenses/misconduct
 - c. Physical abuse
 - d. Misdemeanor or felony fraud
 - e. Misdemeanor or felony theft
 - f. Misdemeanor involving weapons/violence/cruelty
 - g. Felony assault
 - h. Felony involving weapons/violence
 - i. Felony possession and furnishing (without rehabilitation certificate)
 - j. All pending charges
 - k. Multiple charges – two or more of the same or different nature
 - l. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
 - m. Recent DUI charge – those which have occurred within the last 24 months
 - n. Dismissed charges for which the people have presented a reasonable argument to the court against dismissal.

Failure of the Student to provide the required verification under this section will disqualify the Student from participating in any activities (including any clinical training) at the Medical Center under this Agreement.

- J. 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 will be provided to the Medical Center.
- K. Withdraw a Student from the clinical training program at the Medical Center if, after the consultation in accord with Section II(L) below, the School determines such action to be warranted.

II. Obligations of the Medical Center:

The Medical Center will –

- A. Designate, after consultation with the School Coordinator, a Coordinator who will meet and plan with the School 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 while at the Medical Center for training under this Agreement.
- B. Permit access for Students and Instructors 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. At the commencement of a Student's placement, provide the Student with an orientation about Medical Center's policies, procedures, standards and practices relevant to the Student's placement including information regarding safety and emergency procedures. If applicable, Affiliate will also provide 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 room 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 School of any changes in its personnel, operations, or policies, which may materially affect the clinical learning experience.
- H. Permit, subject to all applicable laws and education program accreditation requirements, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by School and 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 School 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 School, 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. Upon request, and as appropriate and subject to approval of the Medical Center, collaborate with School faculty and students on clinical projects.

III. Insurance:

A. School.

- 1. School agrees to maintain insurance as set forth in accordance with the requirements herein. If the School uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the School agrees to amend, supplement or endorse the existing coverage to do so.
- 2. Without in anyway affecting the indemnity herein provided and in addition thereto, the School shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. 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, covering all its

employees providing services on behalf of the School and all covered risks to such persons under this Agreement. Students are not employees of School.

However, School agrees to maintain Worker's Compensation insurance as required under California State Law covering all its employees providing services on behalf of School, including Students.

- b. Comprehensive General Liability Insurance - The School shall carry General Liability Insurance covering all covered operations performed by or on behalf of the School 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 and mobile equipment
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Personal injury
 - \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, 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 School 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 School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy, subject to the terms and conditions of the umbrella policy, for liability that may not be covered by the primary policy. The coverage shall also apply to automobile liability.
- e. 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 any instructors and employees of the School, including the School Coordinator.

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

- f. Abuse/Molestation Insurance – School shall have abuse or molestation insurance providing coverage for all School employees, School Coordinator, School Instructors, and School 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.

3. Additional Insured – All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.
4. Waiver of Subrogation Rights – The School 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 School and School's employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.
5. 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.
6. Severability of Interests – The School agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the School and the County or between the County and any other insured or additional insured under the policy.
7. Proof of Coverage – School shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, and School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services.
8. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Manager 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.
11. Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. School agrees to execute any such amendment within thirty (30) days of receipt.
12. 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.

B. County.

1. County is a self-insured public entity for purposes of professional liability, general liability, premises liability coverage, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability, premises liability coverage and Workers' Compensation (in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate) to provide coverage for liabilities arising out of County's performance of this Agreement.
 2. County, upon request of School, shall furnish School with certificates of self-insurance evidencing compliance with all requirements.
 3. County agrees to maintain Workers' Compensation as required under California State Law.
- C. Each party will notify the other thirty (30) days prior to any discontinuance of such insurance coverage. Upon either party's notice of the other's discontinuation of insurance coverage, the other party will then have the right to immediate termination of the Agreement.

IV. Indemnification:

School agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County (inclusive of the Medical Center) and its authorized officers, employees, agents and volunteers ("Indemnified Parties") from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from the acts, errors or omissions of School, School Coordinators, School Students, and anyone acting on behalf of the School, and for reasonable costs or expenses incurred by the County on account of an indemnifiable claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. School's indemnification obligation shall not apply to the Indemnified Parties' "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

V. Cooperation in Disposition of Claims:

County and School 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. School shall be responsible for discipline of Students in accordance with School's applicable policies and procedures. To the extent allowed by law, County and School shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided under this Agreement; provided, however, that nothing shall require either County or School 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. To the extent required by applicable law, the County will obtain the written consent of patients prior to disclosure of any protected health information as may be required by federal law and HIPAA.

VI. Status of County and School:

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 School and their employees, partners, or agents, but rather is an Agreement by and among independent contractors, which are County and School.
- B. Instructors and Students and other School 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, Workers' Compensation insurance, or any other fringe benefits of employment.

VII. Confidentiality of Information:

- A. 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. For purposes of HIPAA, School and County/Medical Center acknowledge that Students are part of Medical Center's "workforce," as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and County and/or Medical Center.
- B. In keeping with all federal and state rules and regulations regarding patient confidentiality, the School will notify the Students that they are responsible for maintaining the confidentiality of patient information. The School expects that Medical Center will not permit Students to access, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this Agreement or in furtherance of any litigation arising out of Student's affiliation. Additionally, because of the School's potential reliance upon Medical Center for information required by federal, state and/or accreditation requirements, Medical Center agrees to provide School reasonable access to such information for those purposes to the extent permitted by law. The School will advise Students that they are not permitted to discuss, transmit or otherwise communicate, in any form, any patient information of a personal nature, medical or otherwise, obtained by the Student, except as a necessary part of the training programs covered by this Agreement. School will affirm that Students have received training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental record of completion of such training will be available to Medical Center upon written request. School expects that Medical Center will provide any additional training to Students as members of its workforce. School agrees to notify Students of such requirement and Medical Center will provide School with records of such attendance.

VIII. 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.

IX. Compliance

The Parties will comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration. 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.

X. Assurance of Non-Discrimination:

The School and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap or any other protected class in any policies, procedures or practices. Additionally, in the course of carrying out duties pursuant to this Agreement, Medical Center agrees that, if a Student makes an allegation or complaint either to Medical Center or to School that s/he has been subjected to unlawful discrimination by Medical Center, Medical

Center agrees to reasonably cooperate with School to investigate and resolve such allegations or complaints.

XI. Assignment:

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

XII. 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 School. 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.

XIII. Accreditation:

School shall maintain its accreditation and all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, and regulations necessary to maintain the program to educate its Students. The School shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. School will notify County promptly of loss or suspension of any such licenses, permits and/or certifications that have a direct impact on the performance of this Agreement. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

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. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XVI. Counterparts and Execution:

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. Severability:

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. Debarment:

If applicable, School shall comply with solely with those applicable 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.

School shall promptly notify ARMC's Chief Compliance Officer if it learns that an employee has been sanctioned or excluded by OIG and/or HHS.

School hereby represents that it is not 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, School represents that, to its knowledge, no proceedings or investigations are currently pending by any federal or state agency seeking to exclude School from such programs or to sanction School for any violation of any rule or regulation of such programs.

XIX. Term and Termination:

This Agreement shall be effective starting the last date of authorized signature of the parties below (the "Effective Date") until five years from the Effective Date. However, this Agreement may be earlier terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County.

XX. Notices

Any written notice given under this Section XX shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Hospital Director

Western Governors University
4001 S. 700 E., #700
Salt Lake City, UT 84107
Attn: Contracts Manager

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

XXI. Campaign Contribution Disclosures (SB1439)

School has disclosed to the County using Attachment 1 - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 County Board of Supervisors. School acknowledges that under

California Government Code section 84308, School is 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 School 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 School or by a parent, subsidiary or otherwise related business entity of School.

XXII. Correction Of Performance Deficiencies

Failure by School to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.

In the event of a non-cured breach or in the event that School engages in any conduct that jeopardizes the Medical Center's accreditation or licensures status, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a. Afford School thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Terminate this Agreement immediately.

XXIII. Authorization:

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year set forth below.

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

►

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 GOVERNORS UNIVERSITY

►

(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Charles Phan, Deputy County Counsel	► _____	► William L. Gilbert, Director
Date _____	Date _____	Date _____



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" in this Attachment refer to School. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Western Governors University
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: NA
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):
NA
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	NA
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 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: 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 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 \$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.