



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>

Contractor	<u>Walden University, LLC</u>
Contractor Representative	<u>Van Skaj</u>
Telephone Number	<u>(855) 593-9632</u>
Contract Term	<u>Five years from execution</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>_____</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>_____</u>
Grant Number (if applicable)	<u>_____</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 Walden University, LLC, hereinafter referred to as "School."

WITNESSETH

WHEREAS, the School has the need of additional facilities for clinical training and research for its nursing students, hereinafter collectively referred to as "Students"; and

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

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

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities 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 planning 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 the Medical Center under this Agreement.
- B. Provide and maintain the records and reports of its Students during their clinical learning experiences.
- C. Inform Students of 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. Ensure that School Students and faculty will 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 written request verification of the immunizations, diagnostic tests, and examinations performed to document Students’ freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
- G. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
- H. Provide to the Medical Center verification that each 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) and on-site faculty/Instructors who will be on Medical Center premises must complete a background check in accordance with applicable State caregiver background check law and Medical Center policy. The results of the background check must contain clearance for at least the past seven (7) years and must include at least the following:
 - 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) and on-site faculty/Instructors 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.

- I. 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.
- J. Withdraw a Student from the clinical 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 Medical Center 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. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.
- D. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health 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 affect the clinical learning experience.
- H. Permit, upon reasonable request and subject to all applicable laws, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
- I. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.

- J. Retain ultimate professional and administrative accountability for patient care.
- K. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
- L. The Medical Center will recommend to the 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 research 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 persons including volunteers providing services on behalf of the School and all risks to such persons under this Agreement.
 - b. Comprehensive General Liability Insurance - The School shall carry General Liability Insurance covering all 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).
 - Explosion, collapse and underground hazards.
 - Personal injury.
 - Contractual liability.
 - \$2,000,000 general aggregate limit.
 - c. 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.

- d. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits covering Students and employees of the 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 three (3) years after contract completion.

- e. Sexual Acts Liability Insurance – School shall have sexual acts liability coverage as a sublimit to School’s professional liability policy providing coverage for all employees and Students. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a three million dollars (\$3,000,000) aggregate limit.
3. Additional Insured – County and its officers, employees, agents and volunteers shall be included as additional insured on all policies, except for Workers’ Compensation, Errors and Omissions and Professional Liability policies for insurable liabilities caused, in whole or in part, by School, its officers, employees, agents, Students, and volunteers with respect to this Agreement.
 4. Waiver of Subrogation Rights –To the extent allowed by law, School, on behalf of itself and its insurers waives any rights of recovery, by subrogation or otherwise, against the County, its officers, employees, agents, volunteers, contractors and subcontractors with respect to losses covered under School’s required general liability insurance policies.
 5. Policies Primary and Non-Contributory – School’s General Liability Policy shall 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, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the County, 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. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County Risk Management.

10. 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 or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the School or County payments to the School will be reduced to pay for County purchased insurance.
11. 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. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this Agreement.

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

IV. 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. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. 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.

V. 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.

VI. Confidentiality of Information:

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

VII. 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.

VIII. Compliance with Immigration Laws:

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

IX. 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.

X. Indemnification:

School agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person, including any Students, and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. School's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

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. Licenses, Permits, and/or Certifications:

School shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The School shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. School will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

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. Licenses, Permits, and/or Certifications:

School shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The School shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. School will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to

maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

XVIII. 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.

XIX. Excluded Providers:

To the extent required by law, School shall comply with the 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.

XX. Debarment and Suspension:

School 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, School represents and warrants that no proceedings or investigations are currently pending or to School's knowledge threatened 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.

XXI. Term and Termination:

This Agreement shall be effective on the date fully executed ("Effective Date") through the fifth anniversary of the Effective Date, unless earlier terminated pursuant to the provisions of this Agreement. However, this Agreement may be terminated (1) for any reason with at least thirty (30) days written notice to the other party, (2) immediately for a material breach of the Agreement upon written notice by the non-breaching party to the breaching party, or (3) immediately upon written notice from the Medical Center to the School in the event that any Student, School Coordinator, or the School engages in any conduct that jeopardizes the safety, health, or wellbeing of Medical Center's patients, employees, and visitors, or jeopardizes the licensure or accreditation of the Medical Center, as determined in Medical Center's sole discretion. The Director of the Medical Center or its designee is authorized to terminate this Agreement on behalf of the County.

XXII. Notices

Any written notice given under this Section XXI 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

Walden University
100 Washington Avenue S, Suite 1210
Minneapolis, MN 55401
Attn: Van Skaj

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

XXIII. 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 Board of Supervisors. School acknowledges that under 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.

XXIV. 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

WALDEN UNIVERSITY, LLC

►

Dawn Rowe, Chair, Board of Supervisors

►

(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____
100 Washington Avenue, Suite 900

Address _____
Minneapolis, MN 55401

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>► _____ Charles Phan, Supervising Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>► _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>► _____ Andrew Goldfrach, ARMC Chief Executive Officer</p> <p>Date _____</p>
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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: Walden 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: _____

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
Adtalem Global Education	

6. Name of agent(s) of Contractor:

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

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):

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: NONE

Company Name	Individual(s) Name

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: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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.