



Agreement Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

Contractor
Contractor Representative
Telephone Number
Agreement Term
Original Agreement Amount
Amendment Amount
Total Agreement Amount
Cost Center

THIS TEMPLATE IS FOR USE ONLY WHEN ARMC IS DISCLOSING A LIMITED DATA SET (AS DEFINED BY HIPAA) TO ANOTHER ENTITY FOR RESEACH PURPOSES

DATA USE AGREEMENT

WHEREAS, [REDACTED] ("Data Requestor") seeks to conduct a research study ("Research") for the purpose of [REDACTED];
and

WHEREAS, Data Requestor has obtained or will be obtaining the necessary Institutional Review Board ("IRB") approvals to perform the Research, and Data Requestor desires to obtain a Limited Data Set relating to certain patients at Arrowhead Regional Medical Center ("ARMC") for the Research; and

WHEREAS, ARMC desires to provide the Limited Data Set to Data Requestor for the purpose of conducting the Research; and

WHEREAS, the Health Insurance Portability and Accountability Act ("HIPAA") permits covered entities, such as ARMC, to provide a Limited Data Set without written authorization from patients for purposes of research, but

require the parties to enter into a Data Use Agreement to protect patient privacy under 45 C.F.R. Section 164.514(e); and

WHEREAS, Data Requestor and San Bernardino County on behalf of Arrowhead Regional Medical Center (“County” or “Covered Entity”) enter into this Data Use Agreement so that ARMC may provide the Limited Data Set to Data Requestor to conduct the Research while protecting patient privacy in accordance with HIPAA and applicable California law; and

NOW, THEREFORE, the County, and Data Requestor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1 Breach** – shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
- A.2 Data Recipient** – refers to those employees and subcontractors of Data Requestor who will receive the ARMC Limited Data Set from ARMC to perform the Research. Specifically, it includes [REDACTED].
- A.3 HIPAA** - means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended.
- A.4 HIPAA Regulations** – means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as amended.
- A.5 Individually Identifiable Health Information** - means information that is a subset of health information, including demographic information collected from an individual, and;
- (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - a) that identifies the individual; or
 - b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- A.6 Limited Data Set** – has the same definition as defined in 45 C.F.R. Section 164.514(e)(2).
- A.7 Protected Health Information (PHI)** - means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, and records described at 20 U.S.C. § 1232g(a)(4)(B)(iv).

B. COVERED ENTITY OBLIGATIONS

- B.1** ARMC, by and through [REDACTED] (ARMC physician who will provide the ARMC Limited Data Set) or his/her designee shall extract the following patient data metrics (collectively, “ARMC Limited Data Set”) from ARMC’s Electronic Health Record system without any other identifiable patient data, and provide the ARMC Limited Data Set to Data Recipient, who are the authorized recipient of such data:
- [REDACTED]

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

None of the identifiers set forth in section 45 C.F.R. § 164.514(b)(2) shall be included.

B.2 ARMC will not disclose the ARMC Limited Data Set to Data Requestor or Data Recipient prior to IRB approval of the Research at the relevant institution.

C. DATA REQUESTOR/RECIPIENT OBLIGATIONS

C.1 *Performance of Activities:* Data Requestor may use and disclose the ARMC Limited Data Set only in connection with the Research. Data Requestor shall ensure that only those researchers conducting the Research under the direction of _____ (principal investigator) at Data Requestor will have access to the ARMC Limited Data Set for the purposes specified in this Agreement and that such researchers agree to comply with this Agreement and the applicable provisions of HIPAA.

C.2 *Nondisclosure Except as Provided in Agreement.* Data Requestor shall not use or further disclose the ARMC Limited Data Set except as required by law or permitted by this Agreement.

C.3 *Use or Disclosure as if Covered Entity.* Data Requestor may not use or disclose the ARMC Limited Data Set in any manner that would violate the requirements of HIPAA or the HIPAA Regulations if Data Requestor were a covered entity under HIPAA.

C.4 *Disclosures Required by Law.* Data Requestor shall not, without the prior written consent of ARMC, disclose the ARMC Limited Data Set on the basis that such disclosure is required by law without notifying ARMC so that ARMC shall have an opportunity to object to the disclosure and to seek appropriate relief. If ARMC objects to such disclosure, Data Requestor shall refrain from disclosing the ARMC Limited Data Set until ARMC has exhausted all alternatives for relief.

C.5 *Safeguards.* Data Requestor shall use any and all appropriate safeguards to prevent use or disclosure of the ARMC Limited Data Set other than as provided by this Agreement. Such safeguard shall include, but are not limited to administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that Data Requestor receives, maintains, or transmits on behalf of ARMC, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. All ARMC Limited Data Set shall be stored only in secured sites with encryption and password protection to ensure the security of the PHI.

C.6 *Policies.* Data Requestor shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the HIPAA Privacy Rule and applicable provisions of the HIPAA Security Rule.

C.7 *Data Requestor's Agents.* Data Requestor shall ensure that any agents to whom it provides the ARMC Limited Data Set agree in writing to be bound by the same restrictions and conditions that apply to Data Requestor with respect to the ARMC Limited Data Set.

C.8 *Reporting.* Data Requestor shall report to ARMC within 24 hours of Data Requestor becoming aware of any use or disclosure of the ARMC Limited Data Set in violation of this Agreement or

applicable law. Upon discovery of any use or disclosure of the ARMC Limited Data Set in violation of this Agreement or applicable law, Data Requestor shall complete the following actions:

1. Provide ARMC's Office of Compliance with the following information, to include, but not limited to:
 - a) Date the use, disclosure, or breach occurred;
 - b) Date the use, disclosure, or breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the use, disclosure, or breach allegedly occurred.
2. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of use, disclosure, or breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
3. Provide a completed risk assessment and investigation documentation to ARMC's Office of Compliance within ten (10) calendar days of discovery of the use, disclosure, or breach. At the discretion of ARMC, additional information may be requested.
4. Make available to ARMC and governing State and Federal agencies in a time and manner designated by ARMC or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a breach for the purposes of audit or should ARMC reserve the right to conduct its own investigation and analysis.

C.9 *Contact with Patients.* Data Requestor shall not attempt to re-identify the patients or contact the patients who may be the subject of the ARMC Limited Data Set.

C.10 *Mitigation.* Data Requestor shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Data Requestor of a use, access or disclosure of PHI by Data Requestor, its agents or subcontractors in violation of the requirements of this Agreement.

C.11 *Data Recipient.* Data Requestor shall ensure that Data Recipient complies with all obligations of the Data Requestor as set forth in this Agreement.

D. METHOD OF TRANSFER/ACCESS

[Describe the method of data access or transfer]

E. TERM, TERMINATION, MATERIAL BREACH, AND ENFORCEMENT.

E.1 *Term.* This Agreement shall be effective as of the date fully executed and will continue in effect for a term of five (5) years, unless earlier terminated pursuant to the provisions of this Agreement.

E.2 *Termination.* County may terminate this Agreement:

- (1) immediately if Data Requestor is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;
- (2) immediately if a finding or stipulation that Data Requestor has violated any standard or requirement of HIPAA, the HIPAA Regulations, or any other security or privacy laws is

made in any administrative or civil proceeding in which Data Requestor has been joined;

- (3) For any reason with 30 days written notice to Data Requestor;
- (4) For any reason with 30 days written notice to ARMC;
- (5) immediately if IRB approval is withdrawn; or
- (6) As otherwise provided for in this Agreement.

E.3 *Effect of Termination.* Upon termination of this Agreement for any reason, Data Requestor shall destroy the ARMC Limited Data Set that Data Requestor still maintains in any form, and shall retain no copies of such data unless required by law. Data Requestor shall, at Data Requestor's cost, certify to ARMC that the ARMC Limited Data Set has been destroyed. If destruction is not feasible, Data Requestor shall inform ARMC of the reason it is not feasible and shall continue to extend the protections of this Agreement to such data and limit further use and disclosure of such data to those purposes that make the return or destruction of such data infeasible.

Additionally, after completion of the Research, all ARMC Limited Data Set in the custody, possession, or control of Data Requestor shall be destroyed or disposed of in accordance with state and federal laws at Data Requestor's cost.

E.4 *Injunctions.* Data Requestor agrees that any violation of the provisions of this Agreement may cause irreparable harm to ARMC. Accordingly, in addition to any other remedies available to ARMC at law, in equity, or under this Agreement, in the event of any violation by Data Requestor of any of the provisions of this Agreement, or any explicit threat thereof, ARMC and County may be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof.

E.5 *Remedies.* If ARMC determines that Data Requestor has breached or violated a material term of this Agreement, ARMC/County may, at their option, pursue any and all of the following remedies:

- (1) exercise any of its rights of access and inspection under Section D.6. of this Agreement;
- (2) take any other reasonable steps that ARMC, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- (3) terminate this Agreement immediately.

The foregoing are not ARMC's exclusive remedies, and ARMC may pursue any other remedies available under applicable laws.

E.6 *Rights of Access and Inspection.* From time to time upon reasonable notice, or upon a reasonable determination by ARMC that Data Requestor has breached this Agreement or violated applicable law, ARMC may inspect the facilities, systems, books and records of Data Requestor to monitor compliance with this Agreement. The fact that ARMC inspects, or fails to inspect, or has the right to inspect, Data Requestor's facilities, systems and procedures does not relieve Data Requestor of its responsibility to comply with this Agreement, nor does ARMC's (1) failure to detect or (2) detection of, but failure to notify Data Requestor or require Data Requestor's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of ARMC's enforcement or termination rights under this Agreement. The parties' respective rights and obligations under this Section D.6 shall survive termination of the Agreement.

F. GENERAL AGREEMENT REQUIREMENTS

F.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

F.2 Agreement Amendments

Data Requestor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Data Requestor and County.

F.3 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

F.4 Choice of Law and Venue

Except where preempted by federal law, this Agreement shall be governed by and construed according to the laws of the State of California. Any action arising under this Agreement shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.

F.5 County Representative

The ARMC Hospital Director or his/her designee shall represent the County in all matters pertaining to this Agreement, including termination and assignment of this Agreement, and shall be the final authority in all matters pertaining to the Agreement. Notwithstanding the foregoing, if this Agreement is approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Agreement, unless otherwise delegated.

F.6 Debarment and Suspension

During the term of this Agreement, Data Requestor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Data Requestor represents and warrants 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, Data Requestor represents and warrants, to the best of its knowledge, that no proceedings or investigations are currently pending or to Data Requestor's knowledge threatened by any federal or state agency seeking to exclude Data Requestor from such programs or to sanction Data Requestor for any violation of any rule or regulation of such programs.

F.7 Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

F.8 Legality and Severability

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

F.9 Licenses, Permits and/or Certifications

Data Requestor 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 Data Requestor shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Data Requestor 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.

F.10 Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Agreement, Data Requestor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

F.11 Release of Information/Publication

No news releases, advertisements, public announcements or photographs arising out of the Agreement or Data Requestor's relationship with County may be made or used without prior written approval of the County. Notwithstanding the foregoing, it is understood and agreed that Data Requestor may publish its Research findings resulting from the use of the ARMC Limited Data Set provided that such publication does not violate the terms and conditions of this Agreement and the requirements under state and federal laws. Data Requestor will acknowledge ARMC as a source of data in such publication(s) or other public presentation of the Research findings unless requested otherwise by ARMC. Data Requestor shall provide written notice to ARMC on any intent to publish any Research findings at least 60 days before publication so that ARMC can determine if it prefers to decline acknowledgement as a source of data.

F.12 No Warranties Or Representation

The ARMC Limited Data Set is provided by ARMC "AS-IS". ARMC makes no representation and extends no warranties of any kind, either express or implied with respect to such data.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Data Requestor agrees to indemnify, defend and hold harmless County and ARMC, and its authorized officials, employees, agents and volunteers from claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are a direct result from the acts or omissions of Data Requestor, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of the ARMC Limited Data Set, including without limitation, any Breach of PHI or any expenses incurred by ARMC in providing required Breach notifications.

To the extent applicable, Data Requestor may, as determined by County, be responsible for reasonable costs associated with any disclosure or use of ARMC Limited Data Set in violation of this Agreement or applicable laws. Costs may be based upon the required notification type as deemed appropriate and necessary by ARMC. ARMC may determine the method to invoice Data Requestor for said costs. Costs may incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

G.2 Additional Insured

All policies, except for Worker's Compensation and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named 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 Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Data Requestor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Data Requestor and Data

Requestor's employees or agents from waiving the right of subrogation prior to a loss or claim. Data Requestor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

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

G.5 Severability of Interests

Data Requestor 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 Data Requestor and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Data Requestor shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Data Requestor shall maintain such insurance from the time Data Requestor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Data Requestor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 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".

G.8 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 Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Agreement or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Data Requestor or County payments to the Data Requestor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Data Requestor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of 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 County.

- G.11** Data Requestor agrees to provide insurance set forth in accordance with the requirements herein. If Data Requestor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Data Requestor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Data Requestor shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – 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 all persons including volunteers providing services on behalf of the Data Requestor and all risks to such persons under this Agreement.

If Data Requestor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Data Requestors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance –Data Requestor shall carry General Liability Insurance covering all operations performed by or on behalf of Data Requestor 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:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractor liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

- G.11.4** Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. SUCCESSORS AND ASSIGNS

H.1 This Agreement shall be binding upon County and Data Requestor and their respective successors and assigns.

H.2 Neither the performance of this Agreement, nor any part thereof, may be assigned by Data Requestor without the prior written consent and approval of County.

I. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, 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*

Data Requestor:

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

J. ENTIRE AGREEMENT

This Agreement represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. This 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.

IN WITNESS WHEREOF, San Bernardino County and Data Requestor have each caused this Agreement to be subscribed by itself or its respective duly authorized officers, on its behalf.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY ON BEHALF OF
Arrowhead Regional Medical Center



William Gilbert, Hospital Director

Dated: _____

[Name of Institution]

By 

(Authorized signature – sign in blue ink)

Name _____

(Print or type name of person signing
Agreement)

Title _____

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form



Charles Phan, Deputy County Counsel

Date _____

Reviewed for Agreement Compliance



Date _____

Reviewed/Approved by Department



William L. Gilbert, Director

Date _____