July 21, 2026

Arvind Oswal
Chief Financial Officer
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1819

Re: Agreement for Legal Services ("Agreement")

Dear Mr. Oswal:

This letter sets forth the terms of your engagement of King & Spalding LLP (the "Firm") and Toyon Associates Inc. (the "Consultant" or "Toyon"). If you have questions about these provisions, please call the Firm or Toyon. If you are in agreement, please return a countersigned copy of this letter to the Firm or Toyon.

1. *Client; Scope of Engagement.* The Firm and the Consultant's client in this matter will be the entity identified in Attachment A (the "Client" or "County"). The Firm or Consultant will file appeals on behalf of the Client with the Provider Reimbursement Review Board ("PRRB") challenging the decision of the Centers for Medicare and Medicaid Services ("CMS") to exclude professional fees, home office costs and financial services from the calculation of the labor-related share (the "Policy"). If necessary, the Firm will, only after the approval of the San Bernardino County Board of Supervisors and the Office of the County Counsel for San Bernardino County, also file suit in Federal court on behalf of the Client after exhausting administrative remedies and perform other tasks as may be necessary to support the Client's appeals, including but not limited to filing comments to the annual IPPS final rules. The Consultant will support the Firm's efforts by making available its technical Medicare reimbursement expertise and providing financial analysis as needed to file and prosecute the Client's appeals before the PRRB and in Federal court.

Neither the Firm nor the Consultant have responsibility to represent Client on any other matter (except as there may be a separate engagement between Client and the Firm or Consultant). Client acknowledges that there are no guarantees of a favorable outcome in litigation and that it possibly may not benefit from entering into this engagement.

The Firm and the Consultant make no guarantees regarding the duration of this engagement. But the Firm and Consultant estimate that this matter will last for at least three years from the date of this agreement. The Client acknowledges that it is engaging the Firm and the Consultant separately. Neither the Firm nor the Consultant are responsible for the work of the other.

2. *Terms of Engagement*. Client, the Firm or the Consultant may terminate its respective engagement at any time for any reason by written notice, subject on the Firm's part to

applicable rules of professional conduct. If the Firm or the Consultant terminates the engagement, it will endeavor to give Client reasonable notice, and the Firm or Consultant, as applicable, will take such steps as are reasonably practicable to protect Client's interests in the matter. In the event the engagement is terminated, the contingency fee (described in the next section) will be owed in the same proportion as the proportion of the hours worked on the matter by the Firm and Consultant prior to termination compared to the hours worked by any other firm or consultant in bringing about a favorable outcome after termination.

Unless previously terminated, the Consultant's and Firm's representation of Client in this matter will terminate when the Firm or Consultant, as applicable, sends its final statement for services in this matter. Following termination, otherwise nonpublic information Client has supplied to the Firm that has been retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, papers and property will be returned promptly upon payment of outstanding fees and costs. The Firm will retain its own files, including lawyer work product, pertaining to the matter. All documents retained by the Firm will be transferred to the person responsible for administering the Firm's records retention program. Client agrees that, to reduce unnecessary storage expenses and for other reasons, the Firm may destroy or otherwise dispose of any documents or other materials retained by the Firm a reasonable time after termination of this engagement.

Client is engaging the Firm to provide, and the Consultant to assist in providing, legal services in connection with a specific matter relating to challenging the CMS Policy. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact upon Client's rights and liabilities. Client agrees that, unless Client actually engages the Firm or the Consultant after the completion of the matter to provide additional advice on issues arising from the matter, the Firm and the Consultant will have no continuing obligation to advise Client with respect to future developments.

3. *Fees and Expenses.* The Firm's fee for this engagement is in two parts. The first is a flat fee. The Firm will collect a flat fee from the Client in the amount of $2,500 per hospital per appeal filed, not to exceed $25,000 per year appealed. For example, if the Firm files seven (7) appeals from notices of program reimbursement ("NPRs") for the Client's cost reporting periods ending 2019, and thirty (30) appeals on behalf of the Client from the IPPS final rule for FY 2025, the flat fee for 2019 would be $17,500, and the flat fee for 2025 would be $25,000.

The second part of the fee is contingent on a favorable outcome. For these purposes, a favorable outcome means the receipt by the Client of additional Medicare reimbursement, in whatever form, ("Recovery") resulting from CMS or the Department of Health and Human Services ("HHS"), either on its own initiative or pursuant to a court decision, reversing in full or in part the Policy described in section 1. The Recovery described in the preceding sentence can take many forms, including but not limited to CMS or HHS making direct payments to the Client to settle the appeals filed by the Firm on behalf of the Client for the matter covered by this engagement.

Flat contingency percentage: In the event of a favorable outcome, the Client will pay a contingency fee equal to the product of the Contingency Fee Percentage multiplied by the Recovery described in the preceding paragraph. The total Contingency Fee Percentage is fifteen percent (15%). The Client will pay the Firm the product of eleven-point two five percent (11.25%) multiplied by the Recovery and will also pay the Consultant the product of three-point seven five percent (3.75%) multiplied by the Recovery.

The contingency fee will attach to all years for which the Firm or the Consultant have filed appeals on behalf of the Client for the matter covered by this engagement, plus one additional year after the last appealed year.

The foregoing fees represent all fees and costs that are payable to the Firm and the Consultant by the Client under this Agreement. All other costs and expenses incurred by the Firm and the Consultant in the challenge to the CMS Policy will be borne by the Firm and Consultant, respectively.

4. *Client Responsibilities.* Client agrees to cooperate fully with the Firm and Consultant and promptly provide all information known and available to Client relevant to the engagement. Upon receipt of an NPR for the hospitals identified in Attachment A, the Client will promptly notify the Firm via email to the following address: dhettichappeals@kslaw.com. Client will also provide such other documentation and information as is reasonably needed for the Firm to file appeals with the Provider Reimbursement Review Board. If the Firm does not receive the NPR or other documentation and information needed to file the appeal from Client at least ten (10) days prior to any applicable filing deadline, the Firm cannot guarantee that the Client's appeals will be timely or accurately filed. Client also agrees to cooperate with the Firm and Consultant in complying with any regulatory or compliance obligations relating to the engagement.

In accordance with ABA guidance, we advise you that communications between you or your representatives and your lawyers that may be accessed lawfully by third parties, such as through hotel, home, employment, or public servers to which others may have rights of access, can jeopardize or eliminate confidentiality, attorney/client and other evidentiary privileges and protection against disclosure. We encourage you to assure that secure methods are used for all communications of confidential information. Consultant and the Firm shall use secure methods of communications when communicating with Client regarding any confidential information.

5. *No PHI.* The Firm and the Consultant do not contemplate obtaining protected health information ("PHI") from Client and will not accept such information unless sent in response to a specific request from the Firm or Consultant. The Firm and Consultant will not request PHI without entering into a business associate agreement with Client, although at this time, neither Consultant nor Firm see a need for a business associate agreement and will not enter into such an agreement.

6. *Conflicts.* We need to explain certain important aspects of, and obtain your consent to, the joint representation of you and other clients in this matter. Some clients favor joint representation by one lawyer or law firm rather than separate ones for reasons of economy, exchange of information, closer coordination of positions, and presentation of a united front in advancing their joint interests. On the other hand, there are possible disadvantages. In a joint representation, the attorney/client privilege and client confidentiality, if otherwise applicable, will protect all jointly represented clients' communications against compelled disclosure by those outside the joint representation. Within the joint representation group, however, we will be obliged

to share all privileged and confidential communications that are within the scope of or are relevant to the joint representation, including legal advice we provide to any of the joint clients that we have obtained at any time. That means, among other things, that a joint client is unable to obtain legal or other advice from, or provide information to us about, the joint representation without the other joint clients being entitled to learn that advice or information. In addition, in the case of a dispute or transaction between joint clients, whether or not it is related to the joint representation, each joint client may use privileged advice and confidential information from the joint representation for its own benefit and the other joint client's disadvantage.

In a joint representation, the Firm owes its duties and obligations to all jointly represented clients equally. The Firm does not perceive, and Client and all other joint clients have or will have confirmed as a condition to joint representation that they do not perceive, actually or potentially conflicting interests with regard to this matter. The Firm has concluded it can adequately represent the joint clients' interests. If that perception changes, Client agrees to tell the Firm, and Firm agree to advise Client, promptly so the Firm can assess the possible need to change the joint representation going forward. In addition, if the Firm concludes that it would adversely affect its representation to continue the joint representation, the Firm may decide in its judgment that Client or one or more other joint clients must withdraw from the joint representation group and retain a separate law firm, or for the Firm to withdraw from representing Client or one or more other joint clients. If that were to occur, Client agrees that the Firm may continue representation of the other joint clients and cease representing Client and the other affected joint clients. In that event, Client agrees to promptly engage successor counsel, and not seek to disqualify the Firm or its attorneys from continuing to represent the remaining client or clients in this matter, or seek sanctions or other relief against the Firm or its personnel on the basis that the Firm obtained confidential information from or about and represented Client or the other former client or clients in this joint representation; and Client agrees not to oppose an application the Firm may have to make to withdraw from representing Client or the joint client or clients that the Firm will no longer represent in the matter. The Firm is prepared to answer Client's questions and recommends Client obtain advice of counsel independent of the Firm about this consent because the Firm may not advise you on this topic. Client's countersignature of this letter or instructing us in a matter will signify its having read and understood this conflict of interest and its consent to the Firm's representing Client and other jointly represented client.

The firm's representation of Client in this matter does not give rise to an attorney/client relationship between the Firm and any of Client's parent, subsidiary, or affiliated companies or individuals, unless the Firm agrees otherwise in writing, and Client also agrees that representing it does not create a conflict of interest with any such non-represented entities or individuals in the event the Firm represents other clients in matters that conflict with or are adverse to their interests. Client also agrees that neither an attorney/client relationship nor a basis for a conflict of interest will arise solely from it providing us with confidential information about any such non-represented entities or individuals.

7. *Firm Privilege.* If issues come up concerning our professional or ethical duties and rights concerning our work for you, we may seek privileged and confidential advice from internal firm lawyers or external legal counsel with relevant responsibility or expertise. Courts have reached different views on the applicability of privilege and confidentiality between clients and their lawyers unless the lawyer first terminates its relationship with its client in order to obtain

privileged and confidential advice, which may turn out to be necessary. The firm believes that the view of courts and commentators endorsing lawyers' right to assert privilege in those circumstances provides benefits to both the firm and the client. You agree that, if we consult internal or external legal counsel in these circumstances about our work for you, you will not assert a right to learn the content of such advice even if it concerns a question of actual or potential professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of duty. This paragraph does not alter our obligations to you in such a circumstance.

8. *Confidentiality*. The Consultant and the Client agree to hold all information obtained in the course of this matter except what is publicly filed in connection with the matter strictly confidential in order to prevent the waiver of attorney/client privilege, attorney work product protection, and confidentiality otherwise protecting that information from compelled disclosure by others outside the joint representation.

9. *Coordination of Services.* The Firm and Consultant shall consult with the Office of the County Counsel for San Bernardino County ("County Counsel") concerning all substantive positions and procedural steps to be taken by the Firm and Consultant in the course of advice and representation pursuant to this Agreement.

10. *Term and Termination.* This Agreement shall commence on the date it is fully executed and shall remain in in full force and effect until terminated as follows: County reserves the right in its sole discretion to terminate this Agreement at any time County Counsel deems necessary or advisable upon ten (10) calendar days notice to the Firm and Consultant. In the event of any termination of this Agreement, Firm and Consultant shall promptly provide County Counsel with all materials, documents and work product related to services performed under this Agreement that have not previously been provided to County Counsel to which the County is entitled under the California Rules of Professional Conduct. All such materials, documents and work product related to services performed under this Agreement are and shall remain the property of the County; provided, however, that Firm shall retain the right to use its work product as part of its general knowledgebase, subject to its duties under the applicable rules of professional conduct, including the duty of confidentiality.

11. *Assignment.* The experience, skill and expertise of the Firm and Consultant are of the essence to this Agreement. No Party shall assign (whether by assignment or novation) this Agreement or delegate their duties hereunder in whole or in part or any right of interest hereunder without the prior written consent of the other Parties.

12. *Insurance.* The Firm and Consultant shall comply with the insurance requirements set forth on Attachment B, the terms of which are incorporated herein by this reference.

14. *Governing Law/Venue*. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law rules. Any action arising from or relating to this Agreement shall be instituted exclusively in the Superior Court of California, County of San Bernardino. Each Party irrevocably submits to the jurisdiction and venue of that court.

15. *Amendment.* This Agreement may be amended or modified only by agreement signed by each of the parties, and a failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

16. *County Counsel's Authority*. Except as specifically limited herein to the County's Board of Supervisors or otherwise, the County Counsel shall have the authority to exercise all County rights and authority under this Agreement.

17. *Notices*. All notices, demands, requests, consents, approvals, amendments, changes in assignments or other required communications shall be in writing, and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

To County: Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

With a courtesy copy to: Office of the County Counsel
County Government Center
385 N. Arrowhead Avenue, 4th Floor
San Bernardino, CA 92415-0140
Attn: Laura Feingold, County Counsel

To Firm:

To Consultant:

18. *Debarment*. Firm and Consultant hereby represent and warrant that any employees of Firm and Consultant who are performing work for Client under this Agreement are not and at no time have 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, Firm and Consultant represent and warrant that no proceedings or investigations are currently pending or to Firm's and Consultant's knowledge threatened by any federal or state agency seeking to exclude Firm and Consultant from such programs or to sanction Firm and Consultant for any violation of any rule or regulation of such programs.

19. *Licenses and Permits*. The Firm and Consultant shall ensure that they have all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to perform the services under this Agreement. The Firm and Consultant shall maintain these licenses and permits in effect for the duration of this Agreement. The Firm and Consultant will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Agreement.

20. *Counterparts*. 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. Firm, Consultant, and County 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 parties. Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

21. *Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).* The Firm and Consultant have disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether they have made any campaign contributions of more than $500 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 San Bernardino County Board of Supervisors. The Firm and Consultant Contractor acknowledge that under Government Code section 84308, the Firm and Consultant are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, the Firm and Consultant will provide the County a written statement disclosing any campaign contribution(s) of more than $500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Firm and Consultant or by a parent, subsidiary or otherwise related business entity of the Firm and Consultant.

22. *Entire Agreement.* The above terms and conditions (including all referenced attachment(s)), constitute the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, understandings, and negotiations, whether written or oral, related to the same. Except as otherwise stated in this Agreement, no amendment, modification, or alteration of this Agreement shall be binding unless in writing and signed by both parties.

AGREED TO AND ACCEPTED:

____
Dawn Rowe
Chair, Board of Supervisors
San Bernardino County on behalf of
Arrowhead Regional Medical Center

Date:________________________

____
Daniel J. Hettich
Partner
King & Spalding, LLP

Date:________________________

____
Ronald G. Knapp
Chief Operating Officer
Toyon Associates, Inc.

Date:________________________

ATTACHMENT A

Hospital Name	Provider Number
San Bernardino County on behalf of Arrowhead Regional Medical Center	05-0245

ATTACHMENT B
INSURANCE REQUIREMENTS

Firm and Consultant agree to provide insurance set forth in accordance with the requirements herein. If Firm and Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Firm and Consultant agrees to amend, supplement or endorse the existing coverage to do so.

1. Firm and Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

   a. 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 Firm and Consultant and all risks to such persons under this contract. If Firm and Consultant have no employees, it may certify or warrant to 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 County's Director of Risk Management.

   b. Commercial/General Liability Insurance – Firm and Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Firm and Consultant 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:
      i. Premises operations.
      ii. Products and completed operations.
      iii. Broad form property damage (including completed operations).
      iv. Explosion, collapse and underground hazards.
      v. Personal injury.
      vi. Contractual liability.
      vii. $2,000,000 general aggregate limit.

   c. Automobile Liability Insurance – Primary insurance coverage shall be written on an Acord coverage form for all owned, hired 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 occurrence. If Firm and Consultant are transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If Firm and Consultant own 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. The coverage shall also apply to automobile liability.

   e. 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

      or

      Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

2. **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 County.

3. **Severability of Interests**. Firm and Consultant agree 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 Firm and Consultant and County or between County and any other insured or additional insured under the policy.

4. **Proof of Coverage**. Firm and Consultant shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Agreement is executed..

5. **Acceptability of Insurance Carrier**. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to provide the required insurance to insureds located in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII" or an equivalent rating by a nationally recognized rating agency.

6. **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, County has the right but not the obligation or duty to cancel the contract.

7. **Insurance Review.** Insurance requirements are subject to periodic review by County. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of 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 County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Firm and Consultant agree 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.

ATTACHMENT C

Levine Act – Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary 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. For purposes of this Attachment, "Contractor" refers to Firm and Consultant. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: King & Spalding LLP

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 X

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: _______Not applicable___________________________________

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):

   _______Not applicable
   ____

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

Company Name	Relationship
The firm has offices outside of the US that are not involved in the services provided to Arrowhead Medical Center.	

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:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: ______________________________

Name of Contributor: ____

Date(s) of Contribution(s): ____

Amount(s): ____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, King & Spalding LLP certifies that the statements made herein are true and correct. King & Spalding LLP understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.

1. Name of Contractor: _Toyon Associates Inc.___________________________

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, <u>if</u> the individual actively supports the matter <u>and</u> 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**

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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (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:

Company Name	**Individual(s) Name**

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

   No ☐ If **no**, please skip Question No. 10.

   Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: ______________________________

    Name of Contributor: ____

    Date(s) of Contribution(s): ____

    Amount(s): ____

    Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Toyon Associates Inc. certifies that the statements made herein are true and correct. Toyon Associates Inc. understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.