



South Coast Air Quality Management District

Agreement No. C26113
EPA Standard

This Agreement consists of 34 pages.

1. PARTIES

The parties to this contract ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and San Bernardino County on behalf of Arrowhead Regional Medical Center (referred to here as "RECIPIENT") whose address is 400 N. Pepper Avenue, Colton, California 92324.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD desires to contract with RECIPIENT for, and RECIPIENT desires to provide, the services described in Attachment 1 — Statement of Work attached hereto and made a part herein by this reference. RECIPIENT warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
- B. RECIPIENT is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- C. All parties to this Agreement have had the opportunity to have this Agreement reviewed by their attorney.
- D. RECIPIENT acknowledges that this Agreement is funded in whole or in part by an award to the SCAQMD by the United States Environmental Protection Agency ("EPA"). RECIPIENT agrees that the EPA or its designees may monitor and enforce the terms of this Agreement.

3. PERFORMANCE REQUIREMENTS

- A. RECIPIENT agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. RECIPIENT further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the RECIPIENT's performance under this Agreement.
- B. RECIPIENT shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. Unless otherwise stated herein, all reports shall be submitted electronically to the SCAQMD contact identified in Clause 13. If the reports are too large to be attached via email, the reports shall be submitted via a file-sharing site that allows SCAQMD to access and download the files. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.
- C. RECIPIENT shall perform all tasks set forth in Attachment 1 - Statement of Work, and RECIPIENT represents and warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises during the term of this Agreement, RECIPIENT shall immediately inform SCAQMD in writing, and SCAQMD may, in its sole judgment, terminate this Agreement immediately upon written notice to RECIPIENT.
- D. RECIPIENT shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to SCAQMD's final approval which SCAQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the

- foregoing standards, or otherwise defective services which require re-performance, as directed by SCAQMD, shall be the responsibility of RECIPIENT. If RECIPIENT is deemed by SCAQMD to have failed the foregoing standards of performance, the SCAQMD may request re-performance.
- E. RECIPIENT shall require its subrecipients to abide by the requirements set forth in this Agreement.

4. FEDERAL REQUIREMENTS

This Agreement is funded in whole or in part by an EPA award to the SCAQMD. Information on the award may be found in Attachment 3, *Federal Award Information*, attached hereto and made a part herein by this reference. As such, RECIPIENT shall fully comply with all applicable federal rules, regulations, and requirements, including, but not limited to, the following:

- A. This Agreement is subject to, and RECIPIENT shall fully comply with, all applicable provisions outlined in 2 CFR, Part 200 and Part 1500, 40 CFR Chapter 1, Subchapter B. In addition, the following documents, each of which is attached hereto, are incorporated herein by this reference: (1) the EPA General Terms and Conditions which can be found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later> (2) the Programmatic and Administrative Terms and Conditions (Attachment 3A); and (3B) the EPA Subaward Policy, together with all appendices thereto, which can be found at <https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>. Each of these attachments may be updated or revised by the EPA from time to time. The most recent versions, as published by the EPA, shall apply to this Agreement upon issuance, and without the need for further amendment. It is the RECIPIENT'S responsibility to monitor the EPA's website and to ensure compliance with the General, Programmatic and Administrative Terms and Conditions and the EPA Subaward Policy.
- B. Debarment and Suspension
(Executive Orders 12549 and 12689) - RECIPIENT shall fully comply with 2 CFR Part 180, as supplemented by 2 CFR Part 1532. RECIPIENT certifies that it is: (1) not presently excluded or disqualified, as those terms are defined in 2 CFR §180.110; (2) not convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; (3) not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (4) not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. RECIPIENT acknowledges that failing to disclose the information required under 2 CFR §180.355 may result in the delay or negation of this Agreement or pursuance of legal remedies, including suspension and debarment. RECIPIENT shall complete Attachment 4 — *Certification Regarding Debarment, Suspension, and Other Responsibility Matters* attached hereto and made a part herein by this reference. The completed Attachment 4 shall be submitted to SCAQMD along with the signed Agreement. RECIPIENT shall inform the SCAQMD of any material changes to a previous filing, by completing and submitting an additional Attachment 4 — *Certification Regarding Debarment, Suspension, and Other Responsibility Matters*.
- C. New Restrictions on Lobbying
RECIPIENT agrees to comply with Title 2 CFR Part 34, *New Restrictions on Lobbying*. No appropriated funds may be expended by the RECIPIENT of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal

actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. RECIPIENT shall complete Attachment 5 — Certification Regarding Lobbying attached hereto and made a part herein by this reference. The completed Attachment 5 shall be submitted to SCAQMD along with the signed Agreement, and if applicable, the completed SF LLL - *Disclosure of Lobbying Activities*. RECIPIENT shall inform the SCAQMD of any material changes to a previous filing, pursuant to 31 U.S.C. section 1352, by completing and submitting an additional *Disclosure of Lobbying Activities* form (SF LLL).

D. Trafficking Victims Protection Act of 2000

RECIPIENT and any of its subrecipients shall comply with the provisions of the Trafficking Victims Protection Act of 2000, as amended, and shall include the requirements of the Prohibition Statement, below, in any subaward you make to a private entity. SCAQMD shall reserve the right to terminate the Agreement, without penalty, if RECIPIENT and/or any of its subcontractor(s) engages in activities provided in the Prohibition Statement as follows:

Prohibition Statement – You as the recipient, your employees, subrecipients under this Agreement, and subrecipient's employees may not engage in severe forms of trafficking in persons; procure a commercial sex act during the period of time that this Agreement or any subaward under this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.

E. Clean Air Act and Clean Water Act

RECIPIENT shall comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532, Subpart J).

F. Prohibition on certain telecommunications and video surveillance equipment or services

RECIPIENT is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as those terms are defined in 2 CFR §200.216.

G. Domestic preferences for procurements (2 CFR §200.322)

RECIPIENT must, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as those terms are defined in 2 CFR. §200.322.

H. Procurement of Recovered Materials (2 CFR §200.323)

RECIPIENT must comply with the requirements of section 6002 of the Solid Waste Disposal Act including: (1) procuring only items designated in U.S. EPA guidelines at 40 CFR part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the U.S. EPA guidelines.

I. Audit Requirements

- (i) During the term of the Agreement, and for a period of three (3) years from the date of Agreement expiration, and if requested in writing by the SCAQMD, RECIPIENT shall allow the SCAQMD, the Comptroller General of the United States, their designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Agreement. RECIPIENT assumes sole responsibility for reimbursement to the EPA, a sum of money equivalent to the amount of any expenditures disallowed should the SCAQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the RECIPIENT were not made in compliance with the applicable cost principles as contained in 2 CFR Part 200 Subpart E, the EPA regulations, or the provisions of this Agreement.
- (ii) Beginning with RECIPIENT's current fiscal year and continuing through the term of this Agreement, and if applicable and if RECIPIENT expended One Million Dollars (\$1,000,000) or more in a fiscal year in Federal Awards, RECIPIENT shall have a single or program-specific audit conducted in accordance with the requirements of 2 CFR Part 200 Subpart F.

J. Federal Property Disposition Conditions

The disposition of equipment funded in whole or in part with Federal funds, when it is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, must comply with local, state and federal regulations, including 2 CFR §200.313 as amended. Pursuant to the federal property disposition conditions, RECIPIENT agrees to report to SCAQMD, every 2 years after the conclusion of the Agreement term, information relating to the equipment, until the equipment's fair market value drops below \$10,000 or until the equipment is no longer used in accordance with the purpose of this Agreement. Information to be reported shall include: the serial number or another identification number, the fair market value at the time of the report, location, use and condition of the equipment. RECIPIENT shall also notify SCAQMD within thirty (30) days of the equipment's sale or transfer. The requirements of this provision shall survive the expiration of this Agreement.

- K. RECIPIENT shall require its subrecipients to abide by the Federal Requirements set forth in this Clause and throughout this Agreement.

5. TERM

This Agreement will become effective when signed by both parties and shall remain in effect until April 30, 2028, unless terminated as specified herein or extended by amendment of this Agreement in writing. No work shall commence until this Agreement is fully executed by all parties.

6. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Agreement, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Agreement. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this Agreement. Notification shall be provided in the manner set forth in Clause 13. The non-breaching party reserves all rights under law and equity to enforce this Agreement and recover damages.
- B. SCAQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any work being performed under this

Agreement and cancel any of RECIPIENT's orders for materials, facilities, and supplies in connection with such work, and shall use its best efforts to procure termination of existing subawards upon terms satisfactory to SCAQMD. Thereafter, RECIPIENT shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by SCAQMD.

- C. RECIPIENT shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 6.B. Before expiration of the thirty (30) days' written notice, RECIPIENT shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by RECIPIENT under this Agreement with the exception of a record copy of such materials, which may be retained by RECIPIENT.

7. STOP WORK

SCAQMD may, at any time, by written notice to RECIPIENT, require RECIPIENT to stop all or any part of the work tasks in this Agreement. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, RECIPIENT shall immediately take all necessary steps to comply with the order. RECIPIENT shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. RECIPIENT agrees and understands that RECIPIENT will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

8. INSURANCE

RECIPIENT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the RECIPIENT, his agents, representatives, employees or subrecipients. Insurance must be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SCAQMD. Coverage shall be at least as broad as listed below.

- A. Workers' Compensation - RECIPIENT shall furnish evidence to SCAQMD of workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease, prior to commencement of any work on this Agreement.
- B. Commercial General Liability - RECIPIENT shall furnish evidence to SCAQMD of commercial general liability insurance (ISO Form CG 00 01) on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with a limit of at least \$1,000,000 per occurrence, prior to commencement of any work on this Agreement. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
- C. Automobile Liability - RECIPIENT shall furnish evidence to SCAQMD of automobile liability insurance (ISO Form CA 00 01 covering any auto (Code 1), or if RECIPIENT has no owned autos, hired (Code 8) and non-owned autos (Code 9)), with a limit of at least \$1,000,000 per accident for bodily injury and property damage, prior to commencement of any work on this Agreement. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.

- D. If RECIPIENT maintains broader coverage and/or higher limits than the minimums shown above, SCAQMD shall be entitled to the broader coverage and/or the higher limits maintained by the RECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance coverage shall be available to SCAQMD.
- E. For any claims related to this Agreement, RECIPIENT's insurance coverage shall be primary coverage. Any insurance maintained by SCAQMD, its officers, officials, or employees shall be in excess of RECIPIENT's insurance and shall not contribute with it.
- F. RECIPIENT hereby grants to SCAQMD a waiver of any right to subrogation which any insurer of said RECIPIENT may acquire against the SCAQMD by virtue of the payment of any loss under such insurance. RECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the SCAQMD has received a waiver of subrogation endorsement from the insurer.
- G. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SCAQMD. If RECIPIENT fails to maintain the required insurance, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to RECIPIENT or terminate this Agreement for breach.
- H. All insurance certificates and other documents evidencing coverage must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Agreement Number must be included on the face of the certificate.**

9. INDEMNIFICATION

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its employees, subcontractors, agents or representatives in the performance of this Agreement, including for any work for which RECIPIENT claims payment under Clause 28 - Pre-Agreement Costs. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

10. PAYMENT

- A. SCAQMD shall pay RECIPIENT up to the fixed price amount of One Million Dollars (\$1,000,000) for work performed under this Agreement in accordance with Attachment 2 — Payment Schedule, attached here and made a part herein by this reference. Payment shall be made by SCAQMD to RECIPIENT within thirty (30) days after approval by SCAQMD of an invoice prepared and furnished by RECIPIENT showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: David Chen.
- B. Upon completion or termination of the Agreement, RECIPIENT shall submit the final invoice (if any) no later than ninety (90) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated in 10A. above.
- C. RECIPIENT shall adhere to the applicable cost principles as contained in 2 CFR Part 200 Subpart E, the EPA regulations, and/or the provisions of this Agreement.

- D. SCAQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in SCAQMD sole judgment.
- E. Payment under this Agreement is contingent upon SCAQMD's receipt of funds from the EPA.

11. COMPLIANCE WITH APPLICABLE LAWS

RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement. RECIPIENT must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all subawards.

12. INTELLECTUAL PROPERTY RIGHTS

The parties' rights to all intangible property made under this Agreement, including copyrights, trademarks, patents, and inventions, shall be in accordance with 2 CFR §200.315 and 37 CFR Part 401, and any applicable federal regulations.

- A. Rights of Technical Data – The United States Government and SCAQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by RECIPIENT under this Agreement. RECIPIENT shall have the right to use technical data for its own benefit.
- B. Copyright - RECIPIENT agrees to grant the United States Government and SCAQMD a royalty-free, nonexclusive, irrevocable right to reproduce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Agreement.

13. NOTICES

All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: David Chen, email: dchen@aqmd.gov

RECIPIENT: San Bernardino County on Behalf of Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Andrew Goldfrach, email; goldfracha@armc.sbcounty.gov

14. INDEPENDENT CONTRACTOR

RECIPIENT is an independent contractor. RECIPIENT, its officers, employees, agents, representatives, or subrecipients shall in no sense be considered employees or agents of SCAQMD, nor shall RECIPIENT, its officers, employees, agents, representatives, or subrecipients be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, RECIPIENT's or subrecipient's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, rules or regulations, including state minimum wage laws and OSHA requirements. RECIPIENT shall promptly notify SCAQMD of any material changes to subawards that affect the Agreement's scope of work, deliverable schedule, and/or payment/cost schedule.

15. CONFIDENTIALITY

It is expressly understood and agreed that SCAQMD may designate in a conspicuous manner the information which RECIPIENT obtains from SCAQMD as confidential. RECIPIENT agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subrecipients of RECIPIENT requiring access in fulfillment of the services provided under this Agreement.
- B. Ensure that RECIPIENT's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify SCAQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- E. Take at RECIPIENT expense, but at SCAQMD's option and in any event under SCAQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of RECIPIENT.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Agreement.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 7920.000 et.seq. (Public Records Act).

16. PUBLICATION

- A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by RECIPIENT in which RECIPIENT utilized information obtained from SCAQMD in connection with performance under this Agreement.

- B. Information, data, documents, or reports developed by RECIPIENT for SCAQMD, pursuant to this Agreement, shall be part of SCAQMD public record unless otherwise indicated. RECIPIENT may use or publish, at its own expense, such information provided to SCAQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Agreement.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by a U.S. Environmental Protection Agency (EPA) Award to the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the EPA or the SCAQMD, nor does mention of trade names or commercial products constitute endorsement or recommendation for use, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the EPA. The EPA, the SCAQMD, their officers, employees, contractors, and subrecipients make no warranty, expressed or implied, and assume no legal liability for the information in this report. The EPA and SCAQMD have not approved or disapproved this report, and neither have passed upon the accuracy or adequacy of the information contained herein."

- C. RECIPIENT shall inform its officers, employees, and subrecipients involved in the performance of this Agreement of the restrictions contained herein and require compliance with the above.

17. NON-DISCRIMINATION

In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of awards under this Agreement, which is funded under an EPA financial assistance agreement. Failure by RECIPIENT to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies

18. SOLICITATION OF EMPLOYEES

RECIPIENT expressly agrees that RECIPIENT shall not, during the term of this Agreement, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by SCAQMD during the term of this Agreement without the consent of SCAQMD.

19. PROPERTY AND SECURITY

Without limiting RECIPIENT obligations with regard to security, RECIPIENT shall comply with all the rules and regulations established by SCAQMD for access to and activity in and around SCAQMD premises.

20. ASSIGNMENT

The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

21. NON-EFFECT OF WAIVER

The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

22. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party shall bear its own attorneys' fees and costs.

23. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. HEADINGS

Headings on the clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

27. GOVERNING LAW

This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

28. PRE-AGREEMENT COSTS

Any costs incurred by RECIPIENT prior to RECIPIENT's receipt of a fully executed Agreement shall be incurred solely at the risk of the RECIPIENT. In the event that this Agreement is not executed, the SCAQMD shall not be liable for any amounts expended in anticipation of a fully executed Agreement. If this Agreement is fully executed, pre-agreement cost expenditures authorized by the Agreement will be reimbursed in accordance with the Payment Schedule and payment provision of the Agreement.

29. CITIZENSHIP AND ALIEN STATUS

- A. RECIPIENT warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). RECIPIENT shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. RECIPIENT shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Agreement to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, RECIPIENT, in the performance of this Agreement, shall not discriminate against any person in violation of 8 U.S.C. Section 1324b.
- B. RECIPIENT shall retain such documentation for all covered employees for the period described by law. RECIPIENT shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against RECIPIENT or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT

- A. RECIPIENT agrees to the following Records Retention Period: maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of three years beyond the Agreement term.
- B. SCAQMD, the EPA, and/or the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to conduct on-site inspections of the project and to audit records related to this Agreement during the Records Retention Period. RECIPIENT agrees to include a similar right for SCAQMD to conduct on-site inspections and audits in any related subaward.
- C. If an amount is found to be inappropriately expended, RECIPIENT shall reimburse SCAQMD, or SCAQMD may withhold payment from RECIPIENT, as applicable, in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve RECIPIENT of its obligation to perform under the terms of this Agreement.

31. SUBCONTRACTOR APPROVAL

If RECIPIENT intends to subcontract all or a portion of the work under this Agreement, then RECIPIENT must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval

of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

32. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties hereto related to RECIPIENT providing services to SCAQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

33. AUTHORITY

The signatory hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

By: _____
Michael A. Cacciotti, Chair, Governing Board

By: _____
Name: Dawn Rowe
Title: Chair, Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: Barbara Baird



//EPA Standard Boilerplate
Revised: November 10, 2022; February 8, 2023; October 15, 2024

**ATTACHMENT 1
STATEMENT OF WORK
SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL
MEDICAL CENTER
BREATHMOBILE PROJECT**

San Bernardino County on behalf of Arrowhead Regional Medical Center (ARMC) currently operates two mobile clinics using Class 6 gasoline-powered Recreational Vehicles (RVs). ARMC is a 456-bed university-affiliated teaching hospital operated by San Bernardino County and governed by the San Bernardino County Board of Supervisors. The RV clinical platforms, referred to as Breathmobiles, provide pediatric asthma management at no cost to school children residing within low-income communities within San Bernardino County that experience high asthma-related hospitalizations and emergency room visits. The two Breathmobiles routinely travel to 40 different school sites throughout San Bernardino County, and during school hours clinical staff meets with school children and children from the surrounding areas.

The objective of this project is to replace one existing 2006 model year gas-powered Breathmobile with two zero-emission Mobile Medical Vehicles to allow for asthma care and other medical services. The project will be cost-shared by the US EPA Clean Air Technology Initiative Program fund, San Bernardino County (County District Five and Arrowhead Regional Medical Center), and the South Coast Air Quality Management District (SCAQMD). With the zero-emission Mobile Medical Vehicles, ARMC will be able to provide asthma-related services and other medical services in the Fifth District of San Bernardino County, which includes the Rialto, Bloomington, Colton, San Bernardino City, Muscoy, and Devore areas.

Both zero-emission Mobile Medical Vehicles will have at least a 100-mile zero emission range and provide the clinics with over 5 hours of electrical power each. Eliminating the need to use a gasoline generator will benefit the sensitive receptors visiting the mobile clinics and reduce noise at the school sites.

San Bernardino County on behalf of Arrowhead Regional Medical Center (RECIPIENT) agrees to purchase the zero-emission vehicles specified in Task1 and surrender one of its existing 2006 model year gas-powered Breathmobile to a SCAQMD-approved dismantler for scrapping within 90 calendar days after the new Mobile Medical Vehicles are placed into operation. The new zero-emission vehicles must have a CARB certification and are expected to continue their operation beyond this project life for the remainder of the equipment's useful life.

Notwithstanding the above, RECIPIENT is responsible for determining that the equipment to be purchased complies with all applicable federal, state, and local air quality rules and regulations. The new Mobile Medical Vehicles shall be subject to the terms and conditions set forth in Tasks 1 through 6 of this Attachment, the due dates specified in Attachment 1A, as well as all other provisions of the Agreement. The project is expected to generate the emission reductions identified in Table 1.

RECIPIENT shall perform the following tasks under this Agreement:

Task 1 – Vehicles Procurement

- 1.1 RECIPIENT shall procure two (2) new battery electric vehicles that are suitable for use as mobile medical clinics with the following specifications.

Specifications	
Weight	Gross Vehicle Weight Rating: 19,501-26,000 lb.
Technology	Battery Electric
Battery Capacity	>125 kWh (support clinic with a least 5 hours of zero-emission power)
Range	at least 100 miles

- 1.2 RECIPIENT shall ensure that manufacturer complete all performance and validation testing prior to deployment of the vehicles. The vehicles must meet applicable federal, state, and local rules and regulations and can be legally operated in California.

Deliverable: RECIPIENT shall procure the vehicles and provide vehicle specifications, purchase order, vendor invoices, proof of payment, the pictures of the vehicles. RECIPIENT shall consult with the SCAQMD to provide technical assistance as needed.

Task 2 – Equipment Integration

- 2.1 RECIPIENT shall equip the two (2) battery electric vehicles purchased in Task 1 with the equipment necessary to function as a Mobile Medical Clinic to include the ability to provide asthma related care
- 2.2 RECIPIENT shall ensure that the equipment installed does not overload the electrical and weight capabilities of the vehicles
- 2.3 RECIPIENT shall perform a load assessment to determine the energy load of installed equipment and the energy consumption rate of the installed equipment

Deliverable: RECIPIENT shall provide the results of the load assessment report, energy consumption rate calculations and list of equipment integrated. RECIPIENT should also provide vendor invoices and proof of payment for the equipment purchased.

Task 3 – Electric Vehicles Supply Equipment (EVSE) Upgrade, If Needed

- 3.1 RECIPIENT shall consult with the vehicle manufacturers to ensure that the existing chargers at RECIPIENT’s facility can support the charging need of the new vehicles.
- 3.2 If upgrade of the EVSE will be needed, the RECIPIENT shall obtain all required permits, order necessary equipment, and prepare utility engineering and design documents.

Deliverable: RECIPIENT shall provide EVSE specification, permits if needed, vehicles manual from the manufacturer, and EVSE assessment.

Task 4 – Inspections

- 4.1 RECIPIENT shall make all equipment to be replaced available to SCAQMD staff or its designee(s) for inspection prior to destruction in accordance with the Inspections clause of this Agreement.
- 4.2 RECIPIENT shall make all new equipment available to SCAQMD staff for inspection after delivery in accordance with the Inspections clause of this Agreement. A CARB (California Air Resources Board) Executive Order for the replacement equipment (or approval in the case of zero- emission equipment) shall be provided.
- 4.3 During the term of this Agreement, SCAQMD may provide RECIPIENT with decals for placement on the equipment funded in part or whole by SCAQMD and EPA. RECIPIENT shall be required to affix said decal, as a permanent fixture, on a prominent location of the equipment.

Deliverable: Completion of inspections and photo(s) showing that the decals are permanently affixed on the vehicles.

Task 5 –Vehicle Delivery, Destruction of old Engine, and In-use Demonstration

- 5.1 Delivery of two Mobile Medical Vehicles
- 5.2 Removal and destruction of the engine from one existing 2006 Breathmobile. The engine must be rendered inoperable by cutting a three-inch by three-inch hole in the engine block.
- 5.3 30-day in-use data include the followings:
 - Daily mileage driven
 - Locations and hours spend on site
 - Number of charge events and hours of charging time
 - Energy consumption

Deliverables: RECIPIENT shall provide photos showing the delivery of the Mobile Medical Vehicles, old engine destruction and 30-day in-use data.

Task 6 – Project Management and Reporting

General project administration includes project coordination, reporting, monthly and quarterly updates from the RECIPIENT to SCAQMD. RECIPIENT shall coordinate quarterly project update meetings to discuss progress with the project team and provide quarterly status reports. RECIPIENT shall also submit a 2-page final report that summarizes the entire project and documents emission reductions achieved, total budget and cost, and lessons learned.

- 6.1 RECIPIENT shall participate in monthly or as needed calls with SCAQMD during the agreement period to discuss the project and any other issues.
- 6.2 RECIPIENT shall provide quarterly reports, as described under Deliverables, Attachment 1B.
- 6.3 RECIPIENT shall perform any necessary maintenance.
- 6.4 RECIPIENT shall provide SCAQMD a draft and final 2-page project report as described in Attachment 1B.

Deliverable: Monthly updates, quarterly reports, and 2-page draft and final project report.

ATTACHMENT 1A

**PROJECT MILESTONES
SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL
CENTER**

<u>Milestone</u>	<u>Due Date</u>
Execution of the Agreement By RECIPIENT	March 15, 2026
Project Plan and Schedule	March 31, 2023
Equipment Order Placed	August 15, 2023
Invoice submittal for EPA funding	March 15, 2026
Equipment Delivery	September 30, 2026
Begin Operation of ZE Vehicles	October 31, 2026
Final Invoice submittal	November 30, 2026
Quarterly Progress Report	April 15, 2027 July 15, 2027 October 15, 2027 January 15, 2028
Final Report	April 30, 2028

**ATTACHMENT 1B
DELIVERABLES,
INCLUDING REPORTING & FORMATTING REQUIREMENTS**

In addition to the deliverables set forth in the above-referenced statement of work, RECIPIENT shall supply the following reports to the SCAQMD under this Agreement.

1. RECIPIENT shall email each quarterly progress report due by the 15th day after the end of each quarter to SCAQMD's Project Officer. Each progress report shall include, but not be limited to, the following:
 - a. Reference to SCAQMD agreement number and title of the project.
 - b. Reporting time period (months, year).
 - c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
 - d. Color photographs in a digital format, such as .ppt, .tif, .jpg, if any.
 - e. Discussion of work planned for the next reporting period.
 - f. Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
 - g. Discussion of cost status with respect to budget status and work completed to date, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.

2. RECIPIENT shall email a draft quarterly report for review, comment, and approval shall be submitted no later than 2 months after vehicles are deployed. RECIPIENT shall submit the draft quarterly report to SCAQMD's Project Officer. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 7920 et seq.). Any trade secret information may be submitted to SCAQMD in a separate report in which the trade secret information is specifically identified. SCAQMD agrees to treat such trade secret information in accordance with its Public Records Act guidelines relating to trade secret information. SCAQMD shall complete its review of the draft quarterly report within four weeks of its receipt from the RECIPIENT. The draft quarterly report shall include, but not be limited to, the following:
 - a. Reference to SCAQMD agreement number and title of project.
 - b. Project background and objectives.
 - c. An executive summary, a short, definitive statement of the problem/project; objective of the project, including emission control objectives or goals and reference to SCAQMD Rules if applicable; subject of the project including the technology demonstration facility, participants, dates, etc.; conclusions (potential emissions impact, cost implications, and other factors); recommendations (design changes/optimization, other applications of the technology, and commercialization paths); and acknowledgment of all project sponsors.

- d. A detailed description of the scope of work.
 - e. Findings or results of each task.
 - f. Detailed description of vehicle and energy costs.
 - g. An analysis of Charging Infrastructure costs.
 - h. Color photographs of the exterior and interior of the vehicles in a digital format, such as .ppt, .tif, .jpg sent electronically.
 - i. Results - a discussion of the expected project results versus what was actually achieved.
 - j. Costs - a comparison and discussion of expected versus actual SCAQMD agreement costs.
 - k. Problems - a discussion of significant problems encountered during the agreement and how they were resolved.
 - l. Recommendations.
3. RECIPIENT shall email 2-page project synopsis, along with the final report. Attachment 1C to this agreement provides the format and content to be used for this synopsis. RECIPIENT shall provide the synopsis in an electronic version, using Microsoft WORD. All color photographs and images shall be embedded within the synopsis AND provided separately in digital formats, such as .ppt, .tif, or .jpg.

SCAQMD Agreement #

Date of Publication (as month year)

Project Title

Contractor

Prime contractor and significant subcontractors.

Cosponsors

List cosponsors from highest contributor to lowest.

Project Officer

SCAQMD project manager name.

Background

This section is a brief introduction describing the need for the technology and/or clean fuel, as defined by rules and regulations / mandates of SCAQMD, ARB, EPA, DOE, etc. If applicable, describe other relevant factors, such as economic issues, energy savings, etc.

Project Objective

This section should briefly describe the project objectives as originally stated in the Board (or EO) letter. If the objective evolved significantly during the contracting procedure, it should be noted how and why.

Technology Description

This section describes the general principles of operation and emissions control approach of the technology and/or clean fuel involved in the project.

If applicable, discuss how the principle of operation differs from other, currently available equipment. This includes describing what the “advancement” actually is over currently available technologies.

Status

This section describes the status or progress of the project. If the project was completed, provide the date of completion and note that the final report is on file with complete technical details of the project. Describe major project events, such as the development / testing / delivery of hardware

(if applicable). If the project was terminated or ended prematurely you still need to file this report. Regardless of how it ended, per SB 199 you must describe any unanticipated problems that were encountered during the project, and how they were (or were not) resolved. If “fatal” problems were encountered, this section will be the heart of the report, since it would be unlikely that major benefits or emissions reductions were realized in a terminated project.

Picture of technology that has been supported with SCAQMD/Technology Advancement cosponsorship, if applicable. The picture, preferably a photograph, should clearly illustrate the technology. The size of the image should be about 3x3 to fit this two column format. The picture of the technology should be positioned on the front page

Results

This section summarizes all available emissions results and key performance characteristics. Performance is meant in the broadest terms, including (as applicable) emissions, energy efficiency, operation and maintenance requirements, overall environmental impacts, and performance tradeoffs. The primary emphasis of this section is the presentation of project data.

Performance results should be summarized using clear, graphical depictions whenever possible:

Graph or table summarizing key performance characteristics. Graphs are preferred over tables when possible. Graphical data presented should show the most representative data of the project's/technology's performance. One graph would be preferred, but no more than two data presentations in this document.

Measured performance is to be compared with the objectives/goals set for the project. Comparisons should focus on targeted emissions reductions and/or other key performance goals (e.g. range for electric vehicles).

There should also be a brief discussion of performance tradeoffs. That is, did achieving one performance characteristic goal, such as

emissions, compromise another performance characteristic, such as efficiency.

Benefits

This section crystallizes the above-noted performance characteristics into project benefits, e.g., reduced emissions, increased efficiency, reduced global warming gases, or other environmental benefits. The potential emissions inventory impact of this technology applied in the South Coast Air Basin must be estimated based on performance results of this project and some estimate of market penetration (concisely state assumptions).

It clearly describes how those actual benefits compare with the benefits that were anticipated at the project's start. Be as detailed as possible, including discussion of overall environmental impacts and benefits. Address the question of whether the technology may reduce an air pollutant while improving (or worsening) problems with water pollution, solid waste, global warming, toxic emissions, etc.

Project Costs

This brief section describes the actual costs of the program (SCAQMD's funding contribution as well as the overall cost sharing) and how they compare with the originally projected costs of the project as stated in the Board (or EO) letter. Cost information can be presented graphically, in a table, or in paragraph form. This section does not address cost effectiveness or cost of commercialization.

Commercialization and Applications

This section describes the anticipated or potential applications of the demonstrated technology and/or clean fuel. If applicable, discuss follow on projects to further improve the technology. If available or applicable, discuss expected costs of control and cost-effectiveness in the context of currently available technologies. Cost data should be noted as estimates or projections, especially since TA projects are often "first of a kind."

Prospects for commercialization should include a discussion of the potential size of the target or primary market, and if there is another market segment or application that could use the technology. Discussion of the commercial status of the technology should address questions such

as: (1) how close to a commercial product is it; (2) what work remains to bring it to market; (3) when could it be made commercially available and competitive; and (4) what barriers remain before the technology can be commercialized.

**ATTACHMENT 2
PAYMENT SCHEDULE FOR
SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL
CENTER BREATHMOBILE PROJECT**

Total project cost is estimated to be \$2,200,000, of which up to \$1,000,000 is funded by this Agreement (up to \$500,000 will be provided by FY22 EPA CATI award, and up to \$500,000 by SCAQMD), \$500,000 will be provided by San Bernardino County District 5, and \$700,000 will be provided as in-kind match by RECIPIENT.

Invoices shall fully document all project costs, cost share, time and materials with each request for payment. RECIPIENT's cost share must be documented and submitted on task where cost share is required. All invoices shall include documentation of completed tasks and deliverables as stated in Attachments 1 and 1A. RECIPIENT's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. SCAQMD may reduce payments on invoices by those charges for which receipts were not provided. SCAQMD funding allocated for an individual task, which is not used by RECIPIENT, may be carried over to a subsequent task at SCAQMD's discretion.

RECIPIENT shall request reimbursement payments on a quarterly basis upon the completion of the identified tasks in the table below.

	FY22 EPA CATI Award	SCAQMD	San Bernardino County District 5	RECIPIENT*	Completion date
Task 1 – Vehicles Procurement	\$500,000		\$500,000		March 31, 2026
Task 2 – Equipment Integration		\$100,000			September 30, 2026
Task 3 – EVSE Upgrade				\$350,000*	March 31, 2026
Task 4 – Inspections (Pre and Post)		\$50,000 \$50,000			March 31, 2026 September 30, 2026
Task 5 – Vehicle Delivery, Destruction of old Engine, and In-use Demonstration		\$200,000		\$350,000*	October 31, 2026
Task 6 – Project Management and Reporting (Quarterly report)		\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$20,000			April 15, 2026 July 15, 2026 October 15, 2026 January 15, 2027 April 15, 2027 July 15, 2027 October 15, 2027 January 15, 2028 April 30, 2028
Total	\$500,000	\$500,000	\$500,000	\$700,000*	

*Recipient in-kind contribution

ATTACHMENT 3

Subrecipient and Federal Award Information as Required by 2 CFR 200.331

Subrecipient Information:

Subrecipient name	San Bernardino County DBA Arrowhead Regional Medical Center
Subrecipient's Unique Entity ID (UEI)	S38WJACVEL61
Subaward Period of Performance Start and End Date	Execution to 6/30/2027

Federal Award Information:

Federal Awarding Agency	U.S. EPA
Pass-through Entity	SCAQMD
Federal Award Identification Number (FAIN)	A-00909423
Federal Award Date	10/14/2022
CFDA Number and Name	66.001 Air Pollution Control Program Support
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$500,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$500,000
Total Amount of the Federal Award to the pass-through entity	\$500,000
Federal award project description	FY23 Air Pollution Control Program (Zero Emission Breathmobile Project)
Is this an R&D award	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	0.000%

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity ;	U.S. EPA; SCAQMD; San Bernardino County on behalf of Arrowhead Regional Medical Center
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Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

The recipient shall identify non-federal, non-recurrent expenditures in Block 12 (Remarks) of the FFR or include the information as an attachment to the FFR on a separate page. The recipient also agrees to include a statement certifying that supplanting did not occur.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.324 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions can be found at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) currently set at \$250,000 (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned

procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 58 when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 18 of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 18 of the form. For section 28, the Region 9 EPA D8A Coordinator is Alexandra Perez, email: GrantsRegion9@epa.gov, phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the M8E/W8E report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

E. Cost-Share Requirement and Maintenance of Effort

The required minimum recipient cost share for this assistance agreement is 40% of total project costs, or Maintenance of Effort (MOE) level of \$131,694,801 (based on Application dated 7/30/2021), whichever is greater. The assistance agreement may reflect a percentage shown under the "Notice of Award" section which is based on estimated costs requested in the recipient's application.

Programmatic Conditions

a]. Conditional Approval: This award funds \$500,000 toward the Clean Air Technology Initiative portion of the work plan. An additional funding increment (contingent upon future appropriation) will fund other work plan commitments as negotiated between recipient and EPA.

b]. Quality Assurance: This grant includes the performance of environmental measurements; therefore a Quality Management Plan and a Quality Assurance Project (QAPP) Plan approved by EPA and SCAQMD are required. The SCAQMD Quality Management Plan was approved in March 13, 2017 and was due for submission to EPA for approval by March 13, 2022. The SCAQMD QA Program Plan for Criteria Pollutants was approved. EPA's Quality Assurance Office can be contacted at 415-972-3431.

c]. Performance Reporting: The recipient shall submit mid-year and end-of-year progress reports (preferably electronic copies) to the EPA Project Officer.

The mid-year report is due no later than 30 calendar days after the end of the 2nd Federal fiscal quarter (April 30) and the 4th Federal fiscal quarter (October 31). In accordance with 2 CFR 200.328, the recipient agrees to include in performance reports submitted under this agreement brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In accordance with 2 CFR 200.328(2)(d)(1), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. In addition, interim performance reports must prominently display the three Essential Elements required for state/local workplans and reports. They are:

- Essential Element 1 - Strategic Plan Goal
- Essential Element 2 - Strategic Plan Objective
- Essential Element 3 - Workplan Commitments plus time frame

Final Performance Report: The recipient agrees to submit two copies of the Final Performance Report to the EPA Project Officer. The Final Project Report is due within 120 days after the end of the budget period. Final performance reports must prominently display the three Essential Elements required for state workplans and reports. They are:

- Essential Element 1 - Strategic Plan Goal
- Essential Element 2 - Strategic Plan Objective
- Essential Element 3 - Workplan Commitments plus time frame

The report will include any agreed-upon work-product(s) resulting from the project and the following: 1) an abstract or overview of the project including completed workplan activities; 2) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 3) reasons why anticipated outputs/outcomes were not met; 4) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs; 5) the methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be continuing); and 6) materials generated in connection with the project activities (e.g., workshop announcements, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.).

dj. Pre-Award Costs: In accordance with 2 CFR 1500.8, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from October 1, 2022 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

ej. Green/Environmentally Sustainable Practices: Consistent with local, state, and federal grant procurement rules, recipient shall, when feasible, purchase environmentally preferable products/services and hold conferences/meetings using environmentally preferable measures. Environmentally preferable products/services and environmentally preferable measures include those that have a lesser or reduced effect on the environment when compared with competing products, services, or measures that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. In addition, environmentally preferable measures for conferences/meetings apply to large gatherings of ten or more persons.

fi. Cybersecurity: (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this

definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements ; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331{d} , by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

g]. Competency of Organizations Generating Environmental Measurement Data: Following EPA Policy Directive Number FEM-2012-02, recipient agrees to demonstrate competency of any laboratory carrying out any activities involving the generation of environmental data on its behalf. Laboratory competency shall be maintained for the duration of the project period of this agreement and documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.ht and <https://www.epa.gov/measurements>

END OF DOCUMENT ##:if.

ATTACHMENT 3B



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

Subrecipient Questionnaire: Audit/Conflict of Interest/Financial Management

2 CFR 200.331 requires monitoring of subrecipients receiving federal financial assistance to carry out a program under prime awards to the South Coast Air Quality Management District (South Coast AQMD). The purpose of the questionnaire is to help South Coast AQMD determine the status of your organization's compliance with the main federal requirements for federal assistance funds. The following questions should be answered by the Chief Financial Officer or authorized representative from your organization.

Name of Organization: San Bernardino County on behalf of Arrowhead Regional Medical Center

Address: 400 N. Pepper Avenue, Colton, CA 92324-1819

Project Performance Site's Complete Address (If different from above):

400 N. Pepper Avenue, Colton, CA 92324-1819

Representative Name and Title: William L. Gilbert Director

DUNS Number: 075100599

Email: GilbertW@annc.sbcounty.gov

Registered in System for Award Management (SAM)? Yes No If yes, Expiration Date: 2/12/2023

AUDIT QUESTIONS

Has your organization completed its OMB Circular A-133 audit for the most recent fiscal year? Yes No (If material exceptions were noted, please submit a copy of the responses and corrective actions to South Coast AQMD)

If "Yes" is selected, please skip to the Conflict of Interest Question and signature section at the bottom of page 2.

If no, please select applicable reason:

- We expect our Circular A-133 audit for our most recent period ending Click to be completed by Click here to enter a date. here to enter a date.

(If material exceptions are noted, please submit a copy of the responses and corrective actions to South Coast AQMD)

-OR-

IZI We are not subject to an OMB Circular A-133 audit because:

- D We are a for-profit organization.
We expend less than \$750,000 in federal awards annually.
- D Other (please explain) Click here to enter text.

South Coast AQMD requires that any subrecipient not subject to an OMB Circular A-133 audit complete the Financial Management Questions on Page 2 and provide South Coast AQMD with the most recent audited financial statement or acceptable alternative before a subaward (contract) will be executed by South Coast AQMD.

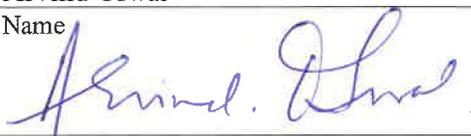
FINANCIAL MANAGEMENT QUESTIONS - Please use page 3 to comment as necessary
 (To be completed only if your organization is not subject to an OMB Circular A-133 Audit)

- | | |
|---|-------------------------------------|
| 1. Does your organization have an existing standard financial record keeping system to be used for accounting for the control and accountability of project funds, property and other assets? | Yes IZI No <input type="checkbox"/> |
| 2. Does your organization have new personnel or new/substantially changed financial reporting systems? | Yes D No IZI |
| 3. Are duties separated so that no one individual has complete authority over an entire financial transaction? | Yes IZI No <input type="checkbox"/> |
| 4. Does your organization have an appropriate and adequate time and effort reporting system for projects, including proper review and approval of time allocation? | Yes IZI No <input type="checkbox"/> |
| 5. Does your organization have formal, written policies which address: | |
| • Pay Rates and Benefits? | Yes IZI No <input type="checkbox"/> |
| • Time and Attendance? | Yes IZI No <input type="checkbox"/> |
| • Discrimination? | Yes IZI No <input type="checkbox"/> |
| • Nepotism? | Yes IXI No <input type="checkbox"/> |
| • Travel? | Yes IXI No <input type="checkbox"/> |
| • Purchasing/Procurement? | Yes O No <input type="checkbox"/> |
| • Cash Management? | Yes IZI No <input type="checkbox"/> |
| • Management of Government Property? | Yes IZI No <input type="checkbox"/> |
| 6. Are disbursements fully supported by invoices, receipts, or similar documents? | Yes IZI No <input type="checkbox"/> |
| 7. Are cost-share or matching funds properly accounted for, recorded, and documented? | Yes IZI No <input type="checkbox"/> |
| 8. Is government property inventory maintained that identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data? | Yes IXI No <input type="checkbox"/> |
| 9. What was the dollar amount of federal awards to your organization during the last fiscal year, if any? <u> \$0 </u> | |

CONFLICT OF INTEREST QUESTION Please use page 3 to comment as necessary

Does your organization have a Conflict of Interest (COi) policy? Yes IZI No

Subrecipients must disclose any COi to the pass-through entity (South Coast AQMD project manager) within 30 calendar days of discovery. Disclosures must be in writing, preferably through email, and include information regarding measures to eliminate, neutralize, mitigate, or otherwise resolve the COi. References: 2CFR 200.112; EPA General Terms and Conditions; EPA's Final Financial Assistance Conflict of Interest Policy (<https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>)

All subrecipients must complete the signature section below	
Chief Financial Officer or Authorized Representative	
<u>Arvind Oswal</u> Name	<u>Chief Financial Officer</u> Title
 Signature	<u>12/21/2022</u> Date

Please return this completed and signed form and any audit documents as appropriate to Mary Leonard, Financial Analyst at mleonard@agmd.gov. For any questions, you may call Mary at 909-396-2780.

COMMENTS SECTION

Use as needed to elaborate on responses to Financial Management and Conflict of Interest questions on page 2.

Financial Management

1. Financial record keeping systems:
[Click here to enter text .](#)

2. New personnel or new/substantiallychanged financial reporting systems:
[Click here to enter text.](#)

3. Separation of duties:
[Click here to enter text.](#)

4. Time and effort reporting system:
[Click here to enter text.](#)

5. Formal, written policies:
[Click here to enter text.](#)

6. Fully supported disbursements:
[Click here to enter text.](#)

7. Cost-share or matching funds administration:
[Click here to enter text.](#)

8. Government property inventory maintained:
[Click here to enter text.](#)

9. Dollar amount of federal awards:
[Click here to enter text.](#)

Conflict of Interest

[Click here to enter text.](#)

Other Comments

[Click here to enter text.](#)

ATTACHMENT 4

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

RECIPIENT certifies to the best of their knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) or private transaction or agreement: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, violating Federal criminal tax laws, receiving stolen property, making false claims, or obstruction of justice;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under section 1001, title 18 U.S.Code, a false statement may result in a fine under Title 18 of the United States Code—\$250,000 for individuals or \$500,000 for organizations—imprisonment for up to 5 years, or both.

Dawn Rowe, Chair, Board of Supervisors

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS

RECIPIENT certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the RECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, RECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions with a copy also submitted to SCAQMD.
- (3) The RECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RECIPIENT is unable to certify to the above statements. Attached is a completed Standard Form LLL "Disclosure of Lobbying Activities."

San Bernardino County on behalf of
Arrowhead Regional Medical Center

Dawn Rowe, Chair, Board of Supervisors
Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date