THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 25-147

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	**The Regents of the University of California, on behalf of its Irvine Campus**
Contractor Representative	**Wanda Seang**
Telephone Number	(415) 350-4493
Contract Term	March 11, 2025, through March 10, 2026
Original Contract Amount	$0
Amendment Amount	NA
Total Contract Amount	$0
Cost Center	8796
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Non-Financial Data Transfer and Use Agreement, with The Regents of the University of California, on behalf of its Irvine Campus, to enable Arrowhead Regional Medical Center to provide de-identified data for research, effective for March 11, 2025, through March 10, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Charles Phan, Supervising Deputy County Counsel		Andrew Goldfrach, ARMC Chief Executive Officer
Date 2/12/2025	Date	Date 3/4/2025

Agreement ID:

Data Transfer and Use Agreement ("Agreement")

Provider: SAN BERNARDINO COUNTY ON BEHALF OF Arrowhead Regional Medical Center	Recipient: The Regents of the University of California, on behalf of its Irvine campus
Provider Scientist Name: Dr. Brandon Woodward Email: WoodwardB@armc.sbcounty.gov	Recipient Scientist Name: Jeffry Nahmias Email: jnahmias@uci.edu

Project Title: Injury Severity of Trauma Patients Discharged From the Emergency Department – A Multicenter Study

Agreement Term

Start Date: Date of last signature below

End Date: (choose one)

☒ 1) 1 years after the Start Date;

☐ 2) Completion of the Project; or

☐ 3) ____ years after the Start Date or upon completion of the project, whichever occurs first.

Attachment 2 Type: De-Identified Data about Human Subjects

Terms and Conditions

1) Reimbursement of Costs: If applicable, Recipient shall reimburse Provider for any costs associated with the preparation, compilation, and transfer of the Data to the Recipient. Costs shall not include payments for research effort by the Provider.

☒ None

☐ This Agreement is in support of agreement # _____, ? which shall cover reimbursement of costs. In the event of any conflict of terms, this Agreement shall control regarding issues of data transfer and use.

☐ As set forth herein: ?

2) Provider shall provide the data set described in Attachment 1 (the "Data") to Recipient for the research purpose set forth in Attachment 1 (the "Project"). Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein.

3) Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and Recipient's faculty, employees, fellows, students, and agents ("Recipient Personnel") and Collaborator Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").

4) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in Attachment 2.

5) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

6) Recipient is encouraged to make publicly available the results of the Project. Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.

7) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.

8) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Recipient shall follow the disposition instructions provided in Attachment 1, provided, however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements:

    I. under any law, regulation, or Recipient institutional policy, and
    II. for instances where Data disposal is infeasible, and
    III. for the purposes of research integrity and verification.

    The restrictions set forth in this Agreement (as applicable) shall survive and apply to such archival copy so long as Recipient holds the Data.

9) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

10) Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

11) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

Agreement ID:

12) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between Provider and Recipient regarding the transfer of the Data to Recipient for the Project:

I. Attachment 1: Project Specific Information
II. Attachment 2: Data-specific Terms and Conditions
III. Attachment 3: Identification of Permitted Collaborators (if any)

13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.

14) The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

15) This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

By an Authorized Official of Provider:	By an Authorized Official of Recipient:
Dawn Rowe	DocuSigned by: Wanda Seang 521F0570A80B45A...
Name: Dawn Rowe Title: Chair, Board of Supervisors Date: MAR 11 2025	Name: Wanda Seang Title: Ancillary Agreements Officer Date: 02/11/2025
Contact Information for Formal Notices: Name: Andrew Goldfrach, ARMC CEO Address: 400 N. Pepper Avenue Colton, CA 92324 Phone:	Contact Information for Formal Notices: Name: Wanda Seang Address: 324 Aldrich Hall Irvine, CA 92697-7600 Email: wandas@uci.edu Phone: 949-824-9446

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy

SAN BERNARDINO COUNTY, 1851

Attachment 1
Data Transfer and Use Agreement
Project Specific Information

1. Description of Data:

The data will be collected from review of medical charts of trauma patients age >18 who were discharged from the emergency department between 2022 -2024. We anticipate a sample size of 1000 patients per center. Data points to be collected include:

Hospital type Academic Community Annual trauma admissions forhospital <2000 2000-3000 >3000 Hospital adult verifi cation level -Level I -Level II -Level III-V Patient information - Age -sex -Race: WhiteBlack Asian -Ethnicity: Hispanic or not - Comorbidities - PriorCerebrovascular Accident - Dementia - Coronary artery disease - PriorMyocardial Infarction - Hypertension - CKD/End stage renal disease -Cirrhosis -Diabetes - Smoker - Drug use -Coagulopathy/Anticoagulation - Peripheral arterial disease Vitals onarrival -Heart rate on arrival -systolic blood pressure on arrival -respiratory rate on arrival -Glasgow Coma Scale on arrival -Mechanismof injury Blunt - Motor vehicle collision - Motorcycle collision - Fallfrom Standing - Fall from Height - Auto vs Pedestrian/Bicycle - Assault-Bicycle Penetrating -Gunshot wound -Stab wound - Injury severityscore (ISS) AIS by body region -Head -Neck -Chest -Abdomen -Extremities Specifi c Injuries Brain Spine fracture Spinal cord injury Ribfracture Pneumothorax Hemothorax Hemopneumothorax Liver SpleenKidney Esophagus Stomach Small intestine Colon/rectum Extremityfracture Facial fracture Vascular injury -Return to EmergencyDepartment (ED) Reason for return to ED -Pain -Complication -MissedInjury -Inability to follow-up (e.g., Suture removal) -Other : -Return to EDand underwent admission at that return to ED

2. Description of Project:

This is a multicenter retrospective study led by the University of California,Irvine. The emergency department sees nearly 20 trauma activations per day. As the only level 1 trauma center in Orange County, UCI sees multiple trauma activations with varying acuity and complexity with not all patients requiring hospital admission. Multiple scoring systems have been developed to triage and evaluate injury severity among trauma. The Injury Severity Score (ISS) and the Abbreviated Injury Scale (AIS) have been used as quantitative measures to assess the severity of injury with an ISS > 15 and AIS > 3 indicative of major trauma. Due to increased hospital occupancy and emergency department overcrowding, as well as increased comfort managing injuries as an outpatient, some patients who may have been historically admitted and observed for 24-48 hours may now more frequently be discharged from the ED following a period of observation. Although this may vary across centers,this may represent an opportunity to learn from various care paradigms and/or hone best practices.

The data will be recorded in REDCap for multivariable analysis and the center will only have access to its own data.

Attachment 1
Data Transfer and Use Agreement
Project Specific Information

3. Provider Support and Data Transmission:
Provider shall transmit the Data to Recipient: Electronically (description below)

Name:	REDCAP
Address:	
Email:	
Phone:	

Upon execution of this Agreement, Provider shall send any specific instructions necessary to complete the transfer of the Data to the contact person listed above, if not already included below in this section of Attachment 1.

4. Disposition Requirements upon the termination or expiration of the Agreement:

Recipient agrees that upon termination of this Agreement, Recipient shall, at its expense, return or destroy all Data. If, however, such return or destruction is not feasible, Recipient shall immediately notify Provider of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such Data and limit further uses and disclosures of those purposes that make the return or destruction of the Data not feasible.

Agreement ID:

Attachment 2
Data Transfer and Use Agreement
Data Specific Terms and Conditions
De-Identified Data about Human Subjects

Additional Terms and Conditions:

1. The Data will not include personally identifiable information as defined in NIST Special Publication 800-122. If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code.

2. If Provider is a Covered Entity, the Data will be de-identified data, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of Data without specific written approval from Provider and appropriate Institutional Review Board (IRB) approval, if required pursuant to 45 CFR 46. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.

4. By signing this Agreement, Recipient provides assurance that relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB or ethics review or approval that may be required.

5. Recipient shall promptly report to the Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.

Agreement ID:

Attachment 3
Data Transfer and Use Agreement
Identification of Permitted Collaborators (if any)

For all purposes of this Agreement, the definition of "Collaborator Personnel" checked below will pertain:

☒ "Collaborator Personnel" means: None. No third-party collaborators are permitted on the Project. All Authorized Persons using the Data are Recipient Personnel.

-OR-

☐ "Collaborator Personnel" means the third parties as set forth below and agreed upon between the Parties. To be clear, Collaborator Personnel are not Recipient Personnel.