

RESEARCH STUDY AND MATERIAL TRANSFER AGREEMENT

This Agreement ("AGREEMENT"), effective when executed by all the parties (the "Effective Date"), is between San Bernardino County on behalf of Arrowhead Regional Medical Center ("INSTITUTION"), which operates a healthcare facility at 400 N. Pepper Avenue, Colton, CA 92324 and The MT GROUP, Inc. ("MT GROUP"), a California corporation with its principal place of business at 7120 Hayvenhurst Ave., Suite 317, Van Nuys, CA 91406.

WHEREAS, INSTITUTION has experience in treating patients with cancer and other diseases;

WHEREAS, MT GROUP has the expertise in the application of biologic material to biomarker discovery and validation in the pharmaceutical and biotechnology community;

WHEREAS, INSTITUTION and MT GROUP wish to collaborate in a clinical research program; and

WHEREAS, the collaboration contemplated by this AGREEMENT is of mutual interest and benefit to INSTITUTION and MT GROUP, and will further the instructional and research objectives of INSTITUTION.

NOW, THEREFORE, in consideration of the above recitals, promises and mutual covenants contained in this AGREEMENT, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - STATEMENT OF WORK

INSTITUTION and the INVESTIGATOR (as defined below) agree to conduct a program of clinical study and research entitled, "Discovery and Evaluation of Biomarkers/Pharmacogenomics for the Diagnosis and Personalized Management of Patients" (the "STUDY"). The parties agree that the STUDY will only be carried out, however, if INSTITUTION's Institutional Review Board ("IRB") approves the STUDY. The STUDY shall be performed in accordance with the terms and conditions of this AGREEMENT and the IRB approved protocol for the Study. INSTITUTION shall collect all samples and documentation in accordance with the STUDY protocol, applicable guidelines and regulations.

ARTICLE 2 - INDEPENDENT CONTRACTOR

In the performance of all services under this AGREEMENT, the parties shall be deemed to be and shall be independent contractors and as such neither party nor its respective investigators, employees or staff, shall be entitled to any benefits applicable to employees of the other. In addition, neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

ARTICLE 3 - PRINCIPAL INVESTIGATOR

The STUDY will be supervised by the principal investigator and co-investigators (together identified as the "INVESTIGATOR") at INSTITUTION. If, for any reason, INVESTIGATOR is unable to continue to serve as principal investigator and a successor acceptable to both INSTITUTION and MT GROUP is not available, the AGREEMENT will be terminated in accordance with Article 9 below.

ARTICLE 4 – CONSIDERATION

In consideration of the foregoing, MT GROUP will pay INSTITUTION as determined by the parties and as specified in Compensation Addendum 1 through 3 attached to this AGREEMENT, and incorporated herein by this reference.

No later than forty-five (45) days after month's end, MT GROUP shall pay the amounts specified in the above-referenced addenda and in accordance with submitted invoices. MT GROUP shall directly reimburse INSTITUTION for incurred IRB fees.

Payment shall be made to INSTITUTION as follows:

Payee:	San Bernardino County on behalf of Arrowhead Regional Medical Center
Mail Check To:	Arrowhead Regional Medical Center 400 N. Pepper Avenue Colton, CA 92324
Attention	Dr. Siamak Saadat
Tax ID No.:	95-6002748

ARTICLE 5 - PERIOD OF PERFORMANCE

The STUDY will commence on the date subsequent to the Effective Date that INSTITUTION's IRB approves the STUDY and MT GROUP is notified of the approval in writing. The term of this AGREEMENT shall begin on the Effective Date and continue for a period of five (5) years, unless earlier terminated pursuant to the provisions in this AGREEMENT. Either party may terminate this AGREEMENT for any reason by giving the other party at least sixty (60) days prior written notice of such termination. If this AGREEMENT is terminated, MT GROUP will provide payment to INSTITUTION as specified in Article 4 for all services through the date of termination. INSTITUTION's ARMC Chief Executive Officer is authorized to terminate this AGREEMENT on behalf of INSTITUTION.

The rights and obligations under Articles 4, 6, 7, 9, 11, 12, 13, 15, 16, 22, and 23 shall survive any termination, expiration, or completion of this AGREEMENT, as well as any other terms which by their intent or meaning are intended to so survive. No termination hereunder shall constitute a waiver or any rights or cause of action that either party may have based upon events occurring prior to the termination date. The STUDY cannot begin until the IRB has approved the Study and its applicable protocol.

ARTICLE 6 – CONDUCT CLINICAL STUDY

Nothing in the AGREEMENT is intended to create any right of MT GROUP to control, direct, or intervene in any manner in the methods or means by which medical services are provided to patients or the duration and nature of any such professional relationship.

INSTITUTION shall collect all samples and documentation in accordance with the STUDY and any applicable guidelines and regulations. INSTITUTION shall ensure that any and all employees or affiliates of INSTITUTION involved in this AGREEMENT have all certifications, credentials, and licenses required to carry out the activities called for under this AGREEMENT, and shall allow MT GROUP and its agents reasonable access during Institution's normal business hours and upon at least five (5) days prior written notice to all documents relating to this AGREEMENT and the specimens showing that all certifications,

credentials, and/or licenses have been obtained and are in full force and effect. INSTITUTION shall promptly notify MT GROUP in writing of any change in status of any certifications, credentials and/or licenses required under this AGREEMENT.

If INSTITUTION is enrolled into a similar study or a study that is directly competing against a MT GROUP study, INSTITUTION is required to notify MT GROUP before their enrollment of any subjects. Failure to do so may lead to screenfails of those subjects.

All biologic material provided to MT GROUP and which does not contain or constitute protected health information under HIPAA or personal information under applicable state law shall become the property of MT GROUP or its designee and may be used by MT GROUP or its designee for any lawful purpose without further obligation or liability to INSTITUTION except as set forth in this AGREEMENT.

INSTITUTION shall not provide to a non-INSTITUTION organization a biospecimen taken from the same patient at the same time as that provided to MT GROUP. For example, an FFPE primary tumor block to be provided to MT GROUP under an MT GROUP purchase order collected from the same patient during the same surgery cannot be provided to another non-INSTITUTION organization. If a common patient-biospecimen to be provided to MT GROUP has already been provided to another non-INSTITUTION organization, INSTITUTION will share this information with MT GROUP to allow MT GROUP the option of accepting or rejecting that biospecimen. For clarity, this provision does not restrict INSTITUTION from providing biospecimens taken from the same patient at the same time as those collected for MT GROUP to other INSTITUTION researchers.

INSTITUTION must ensure all biologic material sent to MT GROUP is from subjects unique to MT GROUP and not double enrolled into other non-therapeutic studies, without first consulting MT GROUP for approval.

INVESTIGATOR shall be responsible for ensuring that INVESTIGATOR (including any co-investigators) has read and understood the protocol, including the inclusion/exclusion criteria for the STUDY.

ARTICLE 7 - CLINICAL DATA AND REPORTING

Clinical data, including case report forms and other information pertaining to and generated during the STUDY will be promptly forwarded to MT GROUP in accordance with good document practice and shall be usable by MT GROUP. INSTITUTION will maintain complete and accurate records regarding the performance of the STUDY. Such records will be in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. With advance prior written notice, subject to all applicable laws, and at a mutually agreeable time all data will be available for spot inspection by MT GROUP or its designee as a measure of quality assurance for regulatory compliance. If necessary, INSTITUTION will provide MT GROUP with a final STUDY report approximately one (1) year after enrollment of the last patient on study. INSTITUTION shall retain all records related to its participation under this AGREEMENT until (a) one year after the completion of its participation in this AGREEMENT, or (b) for such longer period as required under applicable state and federal laws and regulations and applicable professional and/or institutional laws and regulations. Notwithstanding anything to the contrary contained herein, patient's individual medical records shall not be divulged unless authorized or required by state or federal laws or regulations or pursuant to the patient's authorization as required by applicable law.

ARTICLE 8 -INSTITUTIONAL REVIEW BOARD APPROVAL

MT GROUP shall cooperate with INSTITUTION in preparing and filing the STUDY protocol, informed consent form, and other information with INSTITUTION's IRB. INVESTIGATOR shall apply for approval to conduct the STUDY with INSTITUTION's IRB.

During the STUDY, INSTITUTION shall obtain all necessary consents from patients and comply with all required HIPAA (as defined below) obligations.

ARTICLE 9 - COMPLIANCE WITH LAWS

The STUDY will be conducted in accordance with, and the INVESTIGATOR will comply with all federal, state, and local laws and regulations applicable to the STUDY. INSTITUTION's failure to obtain any such consent as provided herein shall constitute a default of this AGREEMENT notwithstanding any failure to provide notice thereof and MT GROUP shall have the option to immediately terminate this Agreement. The parties agree that each will comply with their respective obligations as required under the provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). The parties shall comply with all applicable laws and regulations regarding subject confidentiality and data privacy.

MT GROUP has disclosed to the INSTITUTION using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. MT GROUP acknowledges that under Government Code section 84308, MT GROUP is prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

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

Campaign contributions include those made by any agent/person/entity on behalf of MT GROUP or by a parent, subsidiary or otherwise related business entity of MT GROUP.

ARTICLE 10 - TERMINATION

In the event that either party commits a breach or default in any of the terms or conditions of this AGREEMENT and that party fails to remedy that default or breach within thirty (30) days after receipt of written notice of that breach from the other party, the party giving notice may, at its option and in addition to any other remedies it may have in law or in equity, terminate this AGREEMENT by sending written notice of termination to stop the STUDY as soon as it is practicable to do so. If such termination results from breach or default by MT GROUP, MT GROUP will provide payment as specified in Article 4 to INSTITUTION through the date of termination. If Institution and/or Investigator have concerns about the health, safety and/or welfare of the Study subject(s), Institution shall give prompt notice to MT GROUP of such concerns and may suspend enrollment of Study subjects for a period not to exceed thirty (30) days or such other time period agreed to by the parties ("Suspension Period"). During this Suspension Period, MT GROUP shall evaluate the concerns raised by Institution and/or Investigator to determine whether the Study should be terminated.

ARTICLE 11 - CONFIDENTIAL INFORMATION AND NON-SOLICITATION

"Confidential Information" ("INFORMATION") shall mean all confidential information disclosed to receiving party by disclosing party and clearly identified as confidential by the disclosing party at the time of disclosure or if disclosed orally, is summarized and reduced to writing within thirty (30) business days after the oral disclosure and marked confidential or proprietary. The foregoing obligation of nondisclosure shall not apply to INFORMATION that: (a) was known by the receiving party at the time of disclosure; (b) is or becomes part of public domain by any means other than receiving party's breach of this AGREEMENT; (c) is, at any time, disclosed to receiving party from a third party without an express obligation of confidence; or (d) is independently developed by the employees, members, or agents of receiving party without any knowledge of the INFORMATION provided by the other party. The receiving party agrees to hold disclosing party's INFORMATION in trust and confidence and shall use reasonable care to maintain such INFORMATION confidential. The receiving party will not use INFORMATION other than for the conduct of this STUDY and internal evaluation of Study results, except as may be provided for in Article 12, neither party will disclose such INFORMATION without authorization from the other party unless disclosure is required by law. This provision shall remain in effect during the term of this AGREEMENT and for three (3) years thereafter.

ARTICLE 12 - PUBLICATION AND OTHER USE

INSTITUTION and INVESTIGATOR agree that INSTITUTION or INVESTIGATOR's participation in any publications of the results of the STUDY shall be made in conjunction with MT GROUP or its designee and that such publication shall be made after the majority of data, samples and reports from all clinical sites have been collected and analyzed by MT GROUP or its designee. MT GROUP shall determine, at its reasonable discretion, the authorship of all publications, if any, resulting from any STUDY.

ARTICLE 13 – INVENTIONS & OWNERSHIP OF RIGHTS

Any information, inventions, innovations or discoveries (whether patentable or copyrightable or not) conceived, reduced to practice, made or developed by INSTITUTION, its agents, employees, subcontractors and/or INVESTIGATOR, during the performance of the Study and which relates to the Study or the Study protocol shall be promptly disclosed to MT GROUP and shall be the sole property of MT GROUP: provided however, that INSTITUTION and INVESTIGATOR will have a fully-paid-up, royalty-free, perpetual, nonexclusive right without the right to sublicense, to make, have made, and use any invention created hereunder for its own internal, noncommercial research, noncommercial patient care, and academic purposes. INSTITUTION agrees, upon MT GROUP's written request and at MT GROUP's expense, to execute such documents and to take such other reasonable actions as MT GROUP deems necessary or appropriate to obtain patent or other proprietary protection in MT GROUP's name covering any of the foregoing. INSTITUTION and INVESTIGATOR hereby transfer and assign to MT GROUP or its designee all right, title, and interest in all data, inventions, materials, patents, and patent applications and all intellectual and other property rights resulting from MT GROUP or its designee's use of the biologic materials and data provided to MT GROUP or its designee.

MT GROUP or its designee's rights will include the unrestricted right to use biologic materials and data provided to MT GROUP or its designee. INSTITUTION and INVESTIGATOR recognize that MT GROUP's or its designee's use of the biologic materials and data provided to MT GROUP or its designee could result in the ultimate discovery and development of a product, including but not limited to, products of potential commercial value.

INSTITUTION, to the best of its knowledge, warrants by the execution of this Agreement, that it has not entered, and will not enter, into any contractual agreement or relationship which would in any way conflict with or compromise MT GROUP's proprietary interest in, or rights to, any inventions, discoveries or technology existing at the time of the execution of this Agreement or arising out of or related to the performance there under.

ARTICLE 14 -- ADVERSE EFFECTS

MT GROUP shall reimburse INSTITUTION for the costs of medically necessary items or services for the diagnoses and treatment of research-related injuries which occur as a result of the Study or procedures performed in accordance with the Study protocol, except to the extent that: (1) a required procedure was not administered or performed in accordance with the Study protocol and all written instructions from MT GROUP regarding the administration of the Study drug(s) or performance of said procedure; and (2) the injury is determined by a court of competent jurisdiction to be attributable to the negligence or misconduct of INSTITUTION or INVESTIGATOR in attending to such participant.

ARTICLE 15 - INDEMNITY AND INSURANCE

MT GROUP shall indemnify, hold harmless and defend INSTITUTION, INVESTIGATOR and INSTITUTION's directors, trustees, members, officers, employees, and agents (all "Institution Indemnitees") from losses, liabilities, damages, costs, fees, and expenses (including attorneys' fees) ("Losses") in connection with any and all claims, lawsuits, actions, causes of actions, or proceedings ("Claims") against any Institution Indemnitee resulting from or arising out of the acts or omissions of MT GROUP, its designee or its agents pursuant to this AGREEMENT. Provided, however, that MT GROUP shall not be liable to indemnify Institution Indemnitees to the extent such liability is due to any willful misconduct or negligent acts or omissions on the part of any Institution Indemnitees. INSTITUTION agrees to indemnify, hold harmless and defend MT GROUP and its respective directors, trustees, members, officers, employees, and agents (all "MT GROUP Indemnitees") from losses, liabilities, damages, costs, fees, and expenses (including attorneys' fees) ("Losses") in connection with any and all claims, lawsuits, actions, causes of actions, or proceedings ("Claims") against any MT GROUP Indemnitees resulting from or arising out of any of Institution Indemnitees' (including, but not limited to, its employees, consultants, or other individuals utilized during the term of this AGREEMENT) willful misconduct or grossly negligent acts or omissions except as identified above in this paragraph.

INSTITUTION and participating INVESTIGATORS shall at all times maintain professional liability insurance with a reputable and financially stable insurance carrier or utilize a program of self-insurance.

MT GROUP shall at times during the term of this AGREEMENT comply with the insurance requirements set forth on Attachment A.

ARTICLE 16 - USE OF A PARTY'S NAME

No party will, without the prior written consent of the other party will: (a) use in advertising, publicity or otherwise, the name of any employee or agent, any trade-name, trademark, trade device, service mark, symbol, or any abbreviation, contraction or simulation thereof owned by the other party, or (b) represent, either directly or indirectly, that any product or service of the other party is a product or service of the representing party or that it is made in accordance with or utilizes the information or documents of the other party.

ARTICLE 17 - NOTICE

Any notice or other communication required or permitted under this AGREEMENT will be in writing and will be deemed given as of the date it is: (a) delivered by hand, or (b) mailed, postage prepaid, first class, certified mail, return receipt requested, to the party at the address listed below or subsequently specified in writing, or (c) sent, shipping prepaid, return receipt requested, by national courier service, to the party at the address listed below or subsequently specified in writing:

As to INSTITUTION: Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

As to INVESTIGATOR: Dr. Siamak Saadat (same address as Institution)

As to MT GROUP: Marc D. Siegel
President
THE MT GROUP, Inc.
7120 Hayvenhurst Ave., Suite 317
Van Nuys, CA 91406
Phone: 818-782-5940
Fax: _____

This AGREEMENT is for professional research services. No party may assign, delegate or otherwise transfer any of its rights or obligations under this AGREEMENT without the prior written consent of the other party.

ARTICLE 18 - ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding between the parties as to its subject matter. It merges all prior discussions between the parties and neither party will be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this AGREEMENT or as specified on or subsequent to the Effective Date of this AGREEMENT in a writing signed by properly authorized representatives of the parties. This AGREEMENT can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of both MT GROUP and INSTITUTION.

ARTICLE 19- WAIVER

The failure of a party in any instance to insist upon the strict performance of the terms of this AGREEMENT will not be construed to be a waiver or relinquishment of any of the terms of this AGREEMENT, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.

ARTICLE 20 - SEVERANCE

Each clause of this AGREEMENT is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this AGREEMENT will not be affected thereby.

ARTICLE 21 - TITLES

All titles and articles headings contained in this AGREEMENT are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this AGREEMENT or the intent of any of its provisions.

ARTICLE 22 – GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California (without regard to conflict of laws provisions). The parties acknowledge and agree that this AGREEMENT was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this AGREEMENT will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this AGREEMENT is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

ARTICLE 23 – ATTORNEY’S FEES

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

ARTICLE 24 – DEBARMENT AND SUSPENSION

MT GROUP certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration’s System for Award Management website <https://www.sam.gov>). MT GROUP further represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. MT GROUP additionally represents and warrants that no proceedings or investigations are currently pending or to MT GROUP’s knowledge threatened by any federal or state agency seeking to exclude MT GROUP from such programs or to sanction MT GROUP for any violation of any rule or regulation of such programs.

ARTICLE 25 – LEGALITY

The parties’ actions under this AGREEMENT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

ARTICLE 26 – COUNTERPARTS AND ELECTRONIC SIGNATURES

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.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

[SIGNATURE PAGE FOLLOWS]

INSTITUTION

By: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

MT GROUP

By: _____

Name: Marc D. Siegel

Title: President

Date: _____

Acknowledged by Investigator

Name: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

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

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, MT GROUP shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of MT GROUP and all risks to such persons under this contract. If MT GROUP has no employees, it may certify or warrant to INSTITUTION that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by INSTITUTION's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- b. Commercial/General Liability Insurance - MT GROUP shall carry General Liability Insurance covering all operations performed by or on behalf of MT GROUP providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If MT GROUP is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If MT GROUP owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance - Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after contract completion.

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

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming INSTITUTION and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for INSTITUTION to vicarious liability but shall allow coverage for INSTITUTION to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights.** MT GROUP shall require the carriers of required coverages to waive all rights of subrogation against INSTITUTION, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit MT GROUP and MT GROUP's employees or agents from waiving the right of subrogation prior to a loss or claim. MT GROUP hereby waives all rights of subrogation against INSTITUTION.

4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by INSTITUTION.

5. **Severability of Interests.** MT GROUP agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between MT GROUP and INSTITUTION or between INSTITUTION and any other insured or additional insured under the policy.

6. **Proof of Coverage.** MT GROUP shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and MT GROUP shall maintain such insurance from the time MT GROUP commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, MT GROUP shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, INSTITUTION has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by INSTITUTION will be promptly reimbursed by MT GROUP or INSTITUTION payments to MT GROUP will be reduced to pay for INSTITUTION purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by INSTITUTION. The INSTITUTION's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of INSTITUTION. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against INSTITUTION, inflation, or any other item reasonably

related to INSTITUTION's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. MT GROUP agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of INSTITUTION to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of INSTITUTION.



ATTACHMENT B

Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

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

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

DEFINITIONS

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

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

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" on this Attachment refer to MT GROUP. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: MT Group, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Marc D. Siegel _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

—

N/A _____

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

Company Name	Relationship

6. Name of agent(s) of Contractor: N/A

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

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district. N/A

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision: N/A

Company Name	Individual(s) Name

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

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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

COMPENSATION ADDENDUM 1

Version: **Initial ***

Version date: **10/3/2025**

This addendum applies to the RESEARCH STUDY AND MATERIAL TRANSFER AGREEMENT AND ALL OF ITS EXHIBITS between MT Group and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Institution").



Umbrella Protocol #:	MTG-022
Study / SOP #:	MT2242
Title:	CRC & Advanced Adenoma
Biological requirement:	40mL Fresh Whole Blood
N=	up to 270 unique patients
Site compensation*: <i>Per compliant sample(s) + clinical data</i>	\$500 <i>(ICF, compliant sample and clinical data)</i>
Patient stipend:	\$50 per visit <input checked="" type="checkbox"/> To be included in Site Payment <input type="checkbox"/> MTG Provided Gift Card
Other N/A	N/A
Other N/A	N/A
Other N/A	N/A

** Compensation is per patient, and only due if fully compliant specimen(s) and required information are provided.*

MTG may stop study accrual at any time.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

COMPENSATION ADDENDUM 2

Version: **Initial**

Version date: **9/10/2025**

This addendum applies to the RESEARCH STUDY AND MATERIAL TRANSFER AGREEMENT AND ALL OF ITS EXHIBITS between MT Group and San Bernardino County on behalf of Arrowhead Regional Medical Center (Institution").

Umbrella Protocol #:	MTG-022
Study / SOP #:	MT2235
Title:	Longitudinal Cancer
Biological requirement:	50mL Fresh Whole Blood, per visit FFPE (Primary Tumor from Resection or Core Needle Biopsy)
N=	up to 200 patients
Site compensation*: <i>Per compliant sample(s) + clinical data</i>	Fresh Blood - Visit 1 + FFPE: \$800 Fresh Blood - Follow-up Visits: \$500 per visit (ICF, compliant sample and clinical data)
Patient stipend:	\$50 per blood draw visit <input checked="" type="checkbox"/> To be included in Site Payment <input type="checkbox"/> MTG Provided Gift Card
12-14 Month Follow-up - Clinical Data Only	\$100 (compliant clinical data and required reports)
Other N/A	N/A
Other N/A	N/A
Other N/A	N/A

** Compensation is per patient, and only due if fully compliant specimen(s) and required information are provided.*

MTG may stop study accrual at any time.

COMPENSATION ADDENDUM 3

Version: Initial

Version date: 3/25/2025

This addendum applies to the RESEARCH STUDY AND MATERIAL TRANSFER AGREEMENT AND ALL OF ITS EXHIBITS between MT Group and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Institution").

Umbrella Protocol #:	MTG-022
Study / SOP #:	MT9920
Title:	Fresh Tissue- Various Cancer Types
Biological requirement:	Biologics will be determined by cohort specifications listed in SOP
N=	up to 50 unique patients
Site compensation*: <i>Per compliant sample(s) + clinical data</i>	<p>\$500: 3 Fine Needle Aspirates \$750: 3 Fine Needle Aspirates and Blood and/or Blood Components \$600: 4 Core Needle Biopsies \$850: 4 Core Needle Biopsies and Blood and/or Blood Components \$1000: Tumor Tissue with or without Tumor Tissue in Formalin \$1200: Tumor Tissue with or without Tumor Tissue in Formalin and Normal Adjacent Tissue \$1250: Tumor Tissue with or without Tumor Tissue in Formalin and Blood and/or Blood Components \$1450: Tumor Tissue/ Tumor Tissue in Formalin, Normal Adjacent Tissue and Blood and/or Blood Components \$1500: >300mg tumor AND either 3 Fine Needle Aspirates or 3 Core Needle Biopsies \$1750: >300mg tumor AND either 3 Fine Needle Aspirates or 3 Core Needle Biopsies, plus Blood and/or Blood Components (ICF, compliant sample and clinical data)</p>
Patient stipend:	<p>\$50 per visit</p> <p><input checked="" type="checkbox"/> To be included in Site Payment</p> <p><input type="checkbox"/> MTG Provided Gift Card</p>
Other NA	NA
Other NA	NA
Other NA	NA

** Compensation is per patient, and only due if fully compliant specimen(s) and required information are provided.*

MTG may stop study accrual at any time.