



Contract Number

25-17

SAP Number

Arrowhead Regional Medical Center

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| Department Contract Representative | Andrew Goldfrach |
| Telephone Number | (909) 580-6150 |
| Contractor | CEP America-California dba Vituity |
| Contractor Representative | Rodney Borger, MD |
| Telephone Number | |
| Contract Term | January 14, 2025 through March 31, 2028 |
| Original Contract Amount | NTE \$100,968 |
| Amendment Amount | |
| Total Contract Amount | NTE \$100,968 |
| Cost Center | |
| Grant No. (if applicable) | |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The RAND Corporation ("RAND") has been awarded a grant by the National Institute of Health ("NIH") where San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") has been named as the primary research site and subaward recipient for a study entitled "Reducing Overdose and Suicide Risk in Individuals with Opioid Use Disorder and Co-occurring Disorders".

WHEREAS, the County has approved the subaward agreement with RAND on February 27, 2024 (also hereinafter referred to as the "Subaward Agreement" or "Subcontract Agreement," which is attached hereto as Exhibit A), with a performance period of February 27, 2024 through March 31, 2028 and a maximum payable amount of \$111,065.00; and

WHEREAS, in order to obtain the grant funding under the study, County must perform the services and complete the deliverables as specified and according to the Scope of Work provided in Attachment A ("Scope of Work"), attached hereto, and Attachment 5 of the Subcontract Agreement;

WHEREAS, as part of the Scope of Work in the Subcontract Agreement, County must, *inter alia*, hire or maintain an emergency department-based navigator, a principal investigator, and co-investigator to identify patients who would benefit from participation in the study;

WHEREAS, CEP America-California dba Vituity ("Contractor") is uniquely qualified to provide emergency-based substance abuse navigators (Navigators) to assist the County in performing the Scope of Work; and

WHEREAS, the County desires that Contractor provide sufficient support for (2) physicians (a principal investigator and co-investigator) and one (1) Navigator to perform the duties and responsibilities of Navigators under the Scope of Work under Attachment A and to perform other services requested by County so as to accomplish the full Scope of Work required of the County under the Subcontract Agreement with RAND; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below and to pay up to and not to exceed the amount required in the subaward agreement with RAND corporation in the amount of \$100,968.00 (reflecting only direct costs under the study);

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

A. DEFINITIONS

- A.1 ARMC** – refers to Arrowhead Regional Medical Center
- A.2 Contract** – refers to this Contract between San Bernardino County on behalf of Arrowhead Regional Medical Center and Contractor.
- A.3 Principal Investigator (PI)** – has the same meaning as that term is used in the Subcontract Agreement in Exhibit A to this Contract.
- A.4 ED** – refers to Emergency Department
- A.5 FTE** – refers to full-time equivalent with hours as mutually agreed upon by Arrowhead Regional Medical Center and Contractor that will enable the County to fully satisfy the requirements in the Scope of Work (attached and incorporated herein as Attachment A to this Contract).
- A.6 MAT** – refers to Medication for Addition Treatment.
- A.7 MOUD** – refers to Medication for Opioid Use Disorder.
- A.8 Qualified** – refers to an individual who has the education and experience necessary to accomplish the requirements and is accepted by ARMC.

B. CONTRACTOR RESPONSIBILITIES

- B.1** Provide two (2) physicians and one (1) Navigator to perform the duties and responsibilities of the Navigators as specified in the Scope of Work (attached as Attachment A to this Contract).
- B.2** Perform other services and provide information as requested by County to accomplish the full Scope of Work to enable the County to obtain the full grant funds under the Subcontract Agreement with RAND.
- B.3** Require the Navigators to attend all required training and meetings, and provide all required education and training under the Scope of Work.
- B.4** Cooperate with ARMC to timely prepare and submit all reports required under the Scope of Work.

- B.5** Provide a Principal Investigator to timely perform all of the responsibilities and duties of a Principal Investigator as set forth in the Scope of Work.
- B.6** Ensure that the Principal Investigator provided under this Contract attend all required meetings and training, and provide all required training and education as set forth in the Scope of Work.
- B.7** Comply with all of the applicable requirements of the Subcontract Agreement (attached hereto and incorporated by reference as Exhibit A) as a subcontractor of the County.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

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

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

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

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (Attachment B). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The ARMC Chief Executive Officer of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor hereby 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. Further, Contractor represents and warrants that no proceedings or investigations are currently pending or to Contractor's knowledge threatened by any federal or state agency seeking to exclude Contractor from such programs or to sanction Contractor for any violation of any rule or regulation of such programs. Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

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

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

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

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor solely for the County pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

During the term of this Contract, plus four (4) years after the term, both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without limitation: (i) retaining required documents, and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Contract and those of any organizations related to the parties.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. Notwithstanding the foregoing, County hereby consents to the use by Contractor of Sympto Health, Inc. dba Rely as successor in interest to its

former affiliate, Healthful Care, Inc., as a subcontractor for the provision of Services hereunder. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors, including Sympto Health, Inc. dba Rely as successor in interest to its former affiliate, Healthful Care, Inc., shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.
- 36.4** Ensure that the subcontractor is not and at no time has been convicted of any criminal offense related to health care and is not debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination if funds for such services and expenses have been paid to County by RAND pursuant to the terms of the Subcontract Agreement. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract 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 Contract will be the Superior Court of California, County of San Bernardino, 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 Contract 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, County of San Bernardino, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.45 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

D. TERM OF CONTRACT

This Contract is effective as of January 14, 2025 and expires March 31, 2028 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E.1** County shall pay each invoice received from Contractor for the Scope of Work within 60 days of the latter of (1) County's receipt of funds from RAND pursuant to the terms of the Subcontract Agreement for the completion of work pursuant to the study, or (2) County's receipt of invoice from Contractor for the completion of work pursuant to the study.

F. FISCAL PROVISIONS

- F.1** The total payments under this Contract shall not exceed \$100,968 in accordance with the breakdown of phases set forth in the Scope of Work. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** Contractor shall invoice County upon full completion of each phase of the deliverable in accordance with the Scope of Work for the amount specified for the phase at issue in the Scope of Work.
- F.3** County shall not be required to pay Contractor for a particular phase of the Scope of Work until the latter of (1) County's receipt of funds from RAND pursuant to the terms of the Subcontract for the particular phase of deliverable at issue, or (2) County's receipt of invoice from Contractor for the completion of work under the study. For the avoidance of doubt, in the event that RAND does not make payment to County for a particular deliverable, the County has no obligation to make payment to Contractor for that particular deliverable.
- F.4** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.8** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract to the

extent attributable to the negligent, reckless or willful acts, errors or omissions of Contractor or any person engaged by Contractor to perform the Services and for any costs or expenses incurred by the County except where such indemnification is prohibited by law or to the extent the claim is attributable to the sole negligent, reckless or willful acts, errors or omissions of the County.

G.2 Additional Insured

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

G.3 Waiver of Subrogation Rights

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

G.4 Policies Primary and Non-Contributory

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

G.5 Severability of Interests

The Contractor 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract 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 the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

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

G.8 Deductibles and Self-Insured Retention

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

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County 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 the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

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

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

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under this contract.

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

With respect to 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.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single

limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 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 the Contractor 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 the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 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.

G.11.5 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

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1 Failure by either party to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2 In the event of a non-cured breach, either party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the breaching party thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of the non-breaching party; and/or
 - b. In the case of County, discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

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

CEP America-California dba Vituity
2100 Powell St., Suite 400
Emeryville, CA 94608
Attn: David Birdsall, MD, COO
cc: Legal Dept.

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

K. ENTIRE AGREEMENT

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

L. ELECTRONIC SIGNATURES

This Contract, and all attachments, 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 document. The parties shall be entitled to sign and transmit an electronic signature of this Contract (including the attachments) 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 Contract upon request.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER



Dawn M. Rowe Chair, Board of Supervisors

Dated: JAN 14 2025
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
San Bernardino County
BY _____ Deputy

CEP America-California dba Vituity

CEP America-California dba Vituity

By 
Signed by: David Birdsall
RS001F43002MAC
(Authorized signature - sign in blue ink)

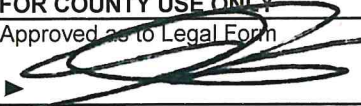
Name David Birdsall
(Print or type name of person signing contract)

Title COO
(Print or Type)

Dated: 01/03/2025

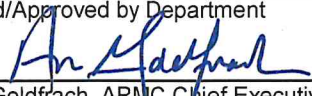
Address 2100 Powell St suite 400 Emeryville CA

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County
Counsel
Date 1/3/2025

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive
Officer
Date 1/3/2025

ATTACHMENT A

SCOPE OF WORK

Dr. Louis Tran, site PI will:

- A. Providing clinical and administrative oversight
- B. Act as a liaison between the study leadership and site clinical staff.
- C. Serve as an advocate for their organization and assist in study implementation.
- D. Participate in coordinating meetings between study leadership and clinic staff and promote active participation in the study by clinic staff.
- E. Engage in problem-solving to address challenges that arise during the study, and if unable to resolve these problems, will refer them to study leadership to address.
- F. Provide clinical support to and administrative oversight of the SUN(s)
- G. When study participants are randomized to conditions that involve the ED-based interim treatment team, the site PI and SUN will participate in a weekly interim treatment team meeting (1-2 hours) with or without a mental health prescribing provider.

Dr. Edward Pillar will:

- A. Provide telehealth support.
- B. Serve as an advocate for their organization and assist in study implementation.
- C. Participate in coordinating meetings between study leadership and clinic staff and promote active participation in the study by clinic staff.
- D. Engage in problem-solving to address challenges that arise during the study, and if unable to resolve these problems, will refer them to study leadership to address.
- E. Provide clinical support to the SUN(s).

Substance Use Navigator(s) will:

- A. Assess ED SUD patients in regards to continue outpatient care.
- B. Follow up on discharged patients.
- C. Participate in coordinating meetings between study leadership and clinic staff and promote active participation in the study by clinic staff.
- D. Engage in problem-solving to address challenges that arise during the study, and if unable to resolve these problems, will refer them to study leadership to address.
- E. When study participants are randomized to conditions that involve the ED-based interim treatment team, the site PI and SUN will participate in a weekly interim treatment team meeting (1-2 hours) with or without a mental health prescribing provider.

ATTACHMENT B BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between San Bernardino County on Behalf of Arrowhead Regional Medical Center (hereinafter Covered Entity) and CEP America-California dba Vituity (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than five (5) business days upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) business days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (7) business days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to

any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

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

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach attributable to BA. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

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

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications, except to the extent attributable to the sole acts or omissions of CE.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the

parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



ATTACHMENT C
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting 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-subsidary 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. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: CEP America-California dba Vituity
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
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):

| Company Name | Relationship |
|--------------|--------------|
| N/A | |
| | |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|--------------|----------|---|
| N/A | | |
| | | |

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

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| N/A | | |
| | | |

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

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A | |
| | |

9. Was a campaign contribution, of more than \$250, 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 Contract, 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT A

| RAND COST REIMBURSABLE SUBAWARD AGREEMENT FROM FEDERAL GRANT AWARD | |
|--|---|
| PASS-THROUGH ENTITY (PTE): RAND Corporation PTE Principal Investigator (PI): Katherine E Watkins | SUBRECIPIENT: County of San Bernardino d/b/a Arrowhead Regional Medical Center Subrecipient PI: Louis Tran |
| PTE Federal Award No. ("Prime Award" or "FAIN") R01DA056588 | RAND SUBAWARD NO.: SCON-00000611 |
| Federal Awarding Agency: National Institute of Health (NIH) | |
| Project Title: Reducing Overdose and Suicide Risk in Individuals with OUD and Co-occurring Disorders | |
| Subaward Budget Period: Start: 01-Sep-2023 End: 31-Mar-2024 | Amount Funded This Action (USD): \$6,805.00 |
| Estimated Period of Performance (if incrementally funded): Start: 01-Sep-2023 End: 31-Mar-2028 | Incrementally Estimated Total (USD): \$111,065.00 |
| TERMS AND CONDITIONS | |
| <p>1) PTE hereby awards a cost reimbursable Subaward, as determined by 2 CFR 200.331, to Subrecipient. The Statement of Work and Budget for this Subaward are as shown in Attachments 5. In its performance of the Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.</p> <p>2) Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification as required in 2 CFR 200.415(a). Invoices that do not reference PTE's Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to PTE's Financial Contact, as shown in Attachment 3, not later than sixty (60) calendar days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.</p> <p>5) Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown in Attachment 4.</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official, as shown in Attachment 3. Any such changes made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 3.</p> <p>7) PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral amendments shall be considered valid 14 calendar days after receipt unless otherwise indicated by Subrecipient when sent to the Subrecipients Authorized Official Contact, as shown in Attachment 3.</p> <p>8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.</p> <p>9) Each party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Federal Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to each party's Authorized Official Contact, as shown in Attachment 3. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance (2 CFR 200) or 45 CFR Part 75 Appendix IX, as applicable.</p> <p>10) Both parties agree that they will endeavor to resolve any disputes arising from or related to this Subaward amicably through discussions with each other. Except as required by law, each party shall treat the existence of any dispute, negotiation or arbitration and details of all submissions, proceedings, and decisions related thereto as confidential and shall not disclose them to any third party or publicize them in any way.</p> <p>11) The provisions of this agreement are severable, and if any provisions are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.</p> <p>By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable Federal, State and Local laws, rules, regulations, and requirements.</p> | |
| By an Authorized Official of PTE: | By an Authorized Official of SUBRECIPIENT: |
| Name: _____ Date: _____ | Name: <u>Dawn Rowe</u> Date: <u>FEB 27 2024</u> |
| Title: _____ | Title: <u>Chair, Board of Supervisors</u> |

**ATTACHMENT 1
CERTIFICATIONS AND ASSURANCES**

CERTIFICATION REGARDING LOBBYING (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.214 AND 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward.

Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.

Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE PROTECTIONS (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

FLOWDOWN OF CERTIFICATIONS

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

USE OF NAME

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 use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

NOTICE OF RAND'S POLICY RELATED TO AFFIRMATIVE ACTION EFFORTS, EQUAL EMPLOYMENT, AND EQUAL OPPORTUNITY

The RAND Corporation is a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended. As such RAND is committed to taking positive steps to implement the employment-related aspects of the company's equal employment opportunity policy. It is the company's policy to take affirmative action to employ, advance in employment, and otherwise treat qualified applicants and employees without regard to their race, religion or creed, color, national origin or citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy; childbirth; and medical conditions related to pregnancy, childbirth, or breastfeeding), sexual orientation, gender, gender identity, gender expression, age over 40 years, military or veteran status, or any other legally protected condition or characteristic.

Pursuant to 41 CFR §60-300.44(f)(1)(ii) and 741.44(f)(1)(ii), we hereby notify you of our company policy related to our affirmative action efforts and request appropriate action on your part.

If applicable, the parties hereby incorporate the requirements of 41 CFR §60 1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A. If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR §60 300.5(a) and 41 CFR §60 741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

SUBRECIPIENT INSURANCE REQUIREMENTS

Subrecipient represents that it carries sufficient insurance coverage to comply with the applicable requirements of federal, state and local laws as well as its obligations under this Subaward.

PUBLICATIONS

Each party shall have the right to publish and disseminate information derived from the performance of work under this Agreement in accordance with the Federal Awarding Agency's policies and any additional restrictions stated (if applicable) in Attachment 2.

All authors contributing to a RAND led publications and/or presentations must adhere to RAND's Standards for High-Quality Research and Analysis (found at <https://www.rand.org/about/standards.html>) and be responsive to the RAND Quality Assurance review and satisfy its conditions prior to submission or release. "Publications" refers to literature reviews, technical publications, journal articles and any other types of publications. "Presentations" refers to delivering of speeches or papers at conferences, symposiums, etc.

ELECTRONIC SIGNATURE

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

(end of section)

**ATTACHMENT 2
FEDERAL AWARD TERMS CONDITIONS**

REQUIRED DATA ELEMENTS:

The data elements required by 2 CFR 200 are incorporated as entered in this Attachment 2 due to PTE not incorporating the NOA as part of this Subaward.

Awarding Agency Institute (If Applicable): DHHS/NIH/National Institute on Drug Abuse

Federal Award Issue Date: 07-June-2023 FAIN: R01DA056588

Assistance Listing No.: 93.279 Assistance Listing Program Title (ALPT): Drug Abuse and Addiction Research Programs

THIS SUBAWARD IS:

Research & Development: YES Subject to FFATA: YES

KEY PERSONNEL PER NOA:

Dr. Kate Watkins (RAND Corporation), Dr. Mariah Kalmin (RAND Corporation), Dr. Andrew Herring (Highland Hospital – Alameda Health System)

GENERAL TERMS AND CONDITIONS

By signing this Subaward, Subrecipient agrees to the following:

- 1) To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website: NIH at <http://grants.nih.gov/policy/notices.htm>
- 2) 2 CFR 200 and 45 CFR Part 75 (DHHS)
- 3) The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: NIH at <http://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>
- 4) Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: <https://www.nsf.gov/awards/managing/rtc.jsp>
 - a) No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact shown in Attachment 3, not less than 30 days prior to the desired effective date of the requested change.
 - b) Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c) Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d) Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e) Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel, not less than 30 days prior to the desired effective date of the requested change.
- 5) Treatment of program income: Additive.

SPECIAL TERMS AND CONDITIONS

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI) – Select One:

- Subrecipient hereby certifies it has implemented and is enforcing a written policy of financial conflict of interest compliant with the Public Health Service (PHS) provisions of 42 CFR Part 50 Subpart F and 45 CFR Part 94. All individuals responsible for the design, conduct or reporting of research for the proposal have made the required disclosures to the Subrecipient's institutional official in accordance with the Subrecipient's policy, and Subrecipient agrees to forward information about financial conflicts of interest to RAND for reporting to the PHS as required by the regulations.

- Subrecipient hereby certifies it has implemented and is enforcing a written policy of financial conflict of interest compliant with the National Science Foundation's (NSF) policy (NSF - NSF PAPPG Chapter IX.A) on Conflict of Interest and all individuals responsible for the design, conduct or reporting of research for the proposal have made the required disclosures. All required reports and disclosures have been made to the Subrecipient's Institutional Official in accordance with the Subrecipient's policy.
- Subrecipient has NOT implemented a written policy of financial conflict of interest compliant with PHS provisions of 42 CFR Part 50 Subpart F and 45 CFR Part 94 or NSF's Policy, as applicable. Subrecipient shall be subject to RAND's Conflict of Interest policy and disclosure requirements.

Subrecipient shall report any financial conflict of interest to RAND's Administrative Contact, as shown in Attachment 3. Any financial conflicts of interest identified shall subsequently be reported to federal awarding agency, as applicable. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 calendar days of any subsequently identified financial conflict of interest.

NIH Terms and Conditions

Clinical Trial Indicator

The Clinical Trial Indicator in Section IV of the PTE's NOA is stated as: YES - The work being conducted by this Subrecipient per this subaward is a clinical trial.

Multiple PIs (MPI):

NO, this subaward is not subject to an MPI Leadership Plan.

Certificate of Confidentiality:

The Parties agree that this research funded in whole or in part by the National Institutes of Health ("NIH"), is subject to NIH Policy NOT-OD-17-109 (the "Policy") and therefore is deemed under the Policy to be issued a Certificate of Confidentiality ("Certificate") should the conditions outlined within the Policy apply. Accordingly, the subrecipients who collect or receive identifiable, sensitive information is required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the "PHS Act").

ADDITIONAL TERMS

- 1) No property may be purchased by the Subrecipient under this Subaward without prior approval from the PTE.
- 2) **FY2023 FUNDING**
The award amount for the current year is based upon IRG/Council recommendations, cost analysis, program priorities and availability of funds.
- 3) **BUDGET PERIOD**
This award is funded at the recommended level adjusted to a 9.5-month budget period. Future year anniversary dates for this grant will be April 1 and the Research Performance Progress Report (RPPR) is due on February 15.
- 4) **MULTIPLE PI**
The following principal investigators (PIs) are associated with this project:
 - Dr. K. Watkins, Rand Corporation
 - Dr. M. Kalmin, Rand Corporation
 - Dr. A. Herring, Highland Hospital - Alameda Health System

Dr. Watkins is the contact PI for correspondence purposes. As this grant has multiple PIs, all NIH Grant policies regarding multiple PIs, including, but, not limited to all prior approval requirements, must be followed accordingly, see NIH Grants Policy Statement, section on Multiple Program Director/Principal Investigators, found at <http://grants.nih.gov/policy/nihgps/index.htm>.
- 5) **NIH SALARY CAP**
None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current salary cap. Therefore, this budget period and/or future budgeted years are adjusted accordingly, if applicable. Current salary cap levels can be found at the following URL: http://grants2.nih.gov/grants/policy/salcap_summary.htm.
- 6) **DATA AND SAFETY MONITORING PLAN**
This award is subject to the Data and Safety Monitoring Plan (DSMP) submitted and approved by NIDA via application dated 07/01/22. Any changes in the DSMP must be reviewed and approved by the NIDA Program Official. If changes are approved, the approval will be reflected on the Notice of Award (NoA) via revision. If changes are not approved, the Principal Investigator must revise the DSMP to the satisfaction of the NIDA Program Official. The Principal Investigator must provide a DSMP for any new trial that is to be conducted under this grant.
- 7) **DATA AND SAFETY MONITORING BOARD**
This award is subject to the [NIDA Guidelines for Establishing and Operating a Data and Safety Monitoring Board](#).
- 8) **NIDA TERMS**
In conjunction with the Acknowledgment of Federal Funding Requirement (as specified in the NIH Grants Policy Statement, Appropriation Mandates <http://grants.nih.gov/policy/nihgps/index.htm>), in order to most effectively disseminate research results, advance notice should be given to NIDA that research findings are about to be published so that we may coordinate

accurate and timely release to the media. This information will be embargoed until the publication date. Please see the NIDA Special Considerations Page for guidance on coordination with the NIDA Press Office at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>, or contact the NIDA Press Office at media@nida.nih.gov.

Please see Special Considerations for NIDA Funding Opportunities and Awards at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>.

(end of section)

**ATTACHMENT 3
SUBAWARD AGREEMENT CONTACTS**

| | | |
|---|---|-------------------|
| PASS-THROUGH ENTITY (PTE) INFORMATION | | |
| Entity's Legal Name: The RAND Corporation | | |
| Legal Address: 1776 Main Street, PO Box 2138, Santa Monica, CA 90407-2138 | | |
| Website: www.rand.org | | |
| Institution Type: Non-Profit Organization | UEI: YY46Q97AEZA8 | DUNS: 00-691-4071 |
| PTE CONTACTS | | |
| CENTRAL EMAIL: SUBCONTRACTS@rand.org | | |
| Principal Investigator Name: Katherine Watkins, MD | | |
| Telephone: 310.393.0411 | E-Mail: kwatkins@rand.org | |
| Administrative Contact Name: Nancy Su, Subaward Administrator - CGPS | | |
| Telephone: 310.393.0411 | E-Mail: subcontracts@rand.org | |
| Financial Contact Name: CGPS Subaward Team | | |
| All Invoices To Be Submitted Electronically via Email To: SUBINVOICES@rand.org | | |
| Authorized Official Name: Samantha Cogbill, Senior Manager, Procurement & Compliance-CGPS | | |
| Telephone: 310.393.0411 Ext 7898 | Via Central Email: SUBCONTRACTS@rand.org | |

| | | |
|---|--|--------------------------------------|
| SUBRECIPIENT INFORMATION | | |
| Entity's UEI/DUNS Name: County of San Bernardino | | |
| Institution Type: County/City/Township Government Agency | | |
| Are you currently registered in SAM.gov? Yes, we have an active SAM.gov account | | |
| EIN: 956002748 | UEI: S38WJACVEL61 | Parent UEI/DUNS: 075100599 |
| INFORMATION FOR FFATA REPORTING (<i>visit https://www.fsrs.gov/ for more information on this requirement</i>): | | |
| Is your Entity exempt from reporting executive compensation: Yes, we are exempt from executive compensation reporting. | | |
| Place of Performance Information for FFATA Reporting | | |
| Physical Address, City, State (If US) and Country: 400 N. Pepper Ave. Colton CA 92324 | | |
| For U.S. Entities Only – Performance Congressional District: CA-31 | | Performance Zip Code + 4: 92324-1819 |
| SUBRECIPIENT CONTACTS | | |
| CENTRAL EMAIL: gme@armc.sbcounty.gov | | |
| Website: www.arrowheadregional.org | | |
| Principal Investigator Name: Louis Tran | | |
| Telephone: 949-285-6333 | Title/Dept: Physician – Emergency Medicine | |
| E-Mail: tranlo@armc.sbcounty.gov | | |
| Administrative Contact Name: Gregory Young | | |
| Telephone: 909-580-6133 | Title/Dept: Interim Healthcare Program Administrator - ORG | |
| E-Mail: younggr@armc.sbcounty.gov | | |
| Financial Contact Name: Gregory Young | | |
| Telephone: 909-580-6133 | Title/Dept: Interim Healthcare Program Administrator - ORG | |
| E-Mail: younggr@armc.sbcounty.gov | | |
| Payment Address (if different from legal address): | | |
| Invoice/Payment Email: younggr@armc.sbcounty.gov | | |
| Authorized Official Name: William Gilbert | | |
| Telephone: 909-580-6150 | Title/Dept: Hospital Director | |
| E-Mail: gilbertw@armc.sbcounty.gov | | |
| Legal Address: 400 N. Pepper Ave. Colton CA 92324 | | |
| Administrative Address: 400 N. Pepper Ave. Colton CA 92324 | | |
| Payment Address: 400 N. Pepper Ave. Colton CA 92324 | | |

(end of section)

**ATTACHMENT 4
REPORTING AND PRIOR APPROVAL TERMS**

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3). Failure of the Subcontractor to adhere to any of the required reporting requirements checked above may be considered noncompliance and result in RAND taking enforcement action against noncompliant subcontractors as described in 2 CFR 200.339-Remedies For Noncompliance.

TECHNICAL REPORTS:

- Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.
- Annual technical/progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order to satisfy its reporting obligations to the Federal Awarding Agency.

PRIOR APPROVALS

- Carryover is automatic.
- Carryover is restricted for this subaward by the (Federal Awarding Agency / PTE). Subrecipient is to submit all carryover requests to the PTE Administrative Contact.
- Any re-budgeting between budget categories requires the written approval of the PTE. All requests for re-budgeting shall be directed to the PTE Administrative Contact.

ADMINISTRATIVE/FINANCIAL REPORTING REQUIREMENTS

- All invoices must be submitted to the PTE Financial Contact with the backup documentation selected below. Failure to provide this documentation will result in the invoice being declared invalid and will be returned to the Subrecipient:
 - General ledger (GL) listing from Subrecipient's accounting system for all invoiced incurred costs
 - Detailed backup documentation for all invoiced incurred costs (i.e.: copies of all relevant invoices)
- Each invoice must be accompanied by a brief technical report, and: (i) be sequentially numbered; (ii) indicate the date(s) of performance by the Subrecipient; (iii) state the Purchase Order number, the title of the project and the name of the PTE Principal Investigator; (iv) itemize costs in detail, in accordance with the Subaward budget; (v) include both current costs and cumulative costs; (vi) include the Subrecipient certification, with authorized official's signature, that costs are appropriate and accurate and that payment has not yet been received; and (vii)) be supported by a general ledger report originating directly from the Subrecipient's financial record keeping system. PTE may request supporting documentation in certain categories prior to or subsequent to approving the invoice. Supporting documentation includes, but is not limited to, travel receipts, purchase orders, invoices for services or supplies, or time records, Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award.

OTHER REPORTS:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: UPON REQUEST
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.
- OTHER:

(end of section)

**ATTACHMENT 5
STATEMENT OF WORK, COST SHARING, INDIRECTS & BUDGET**

STATEMENT OF WORK

Dr. Louis Tran, site PI will:

- i. Providing clinical and administrative oversight
- ii. Act as a liaison between the study leadership and site clinical staff.
- iii. Serve as an advocate for their organization and assist in study implementation.
- iv. Participate in coordinating meetings between study leadership and clinic staff and promote active participation in the study by clinic staff.
- v. Engage in problem-solving to address challenges that arise during the study, and if unable to resolve these problems, will refer them to study leadership to address.
- vi. Provide clinical support to and administrative oversight of the SUN(s)
- vii. When study participants are randomized to conditions that involve the ED-based interim treatment team, the site PI and SUN will participate in a weekly interim treatment team meeting (1-2 hours) with or without a mental health prescribing provider.

BUDGET INFORMATION

SUBRECIPIENT INDIRECT COST RATE

Indirect Cost Rate (IDC) Rate Applied to this Budget Total 10.00%

IDC Rate Type: Modified Total Direct Costs (MTDC)

COST SHARING

Cost sharing included: NO. If YES, cost share commitment: N/A

SUBAWARD BUDGET DETAILS

NOTE: Subrecipient may incur obligations and expenditures to cover costs between the start of the period of performance and the issuance of this Subaward, if such costs are necessary to conduct the project, and would be allowable under the approved budget as stated in the Federal Awarding Agency policies.

Attached is the full detailed budget for all budget years, 1 pages. The Subaward budget amount includes all applicable Federal, State and Local taxes and duties.

| AWARDED FUNDING THIS ACTION BUDGET TOTALS (all amounts in US Dollars) | |
|--|--------------------|
| Direct Costs | 6,186.00 |
| Indirect Costs | 619.00 |
| TOTAL COSTS | \$ 6,805.00 |



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ANNUAL SUBRECIPIENT MONITORING COMPLIANCE CERTIFICATION (EXTENDED)

Our records indicate that your organization was a subrecipient of research funds awarded to and pass-through via a subaward/subcontract agreement from the RAND Corporation during your recently ended fiscal year or is currently being considered for a new subaward/subcontract agreement. This form is required from all subrecipients at least annually to assist RAND in performing our subrecipient monitoring activities on all active subrecipients and to ensure our procurement system records for your organization are up to date. Failure to complete this form could be considered non-compliance and could result in delays in the issuance of new funding or suspension of current funding. See the last page for definitions and resources for additional information.

Please have an authorized representative from your organization sign and return this form, along with any required additional documentation, via email to SubMonitoring@rand.org within ten business days. Thank you for your cooperation in this matter.

SECTION A: SUBRECIPIENT PROFILE

In accordance with US Government regulations and as major prime federal contractor, RAND is required to maintain a Small Business Program and periodically report to the Government our procurement activity.

SUBRECIPIENT ENTITY INFORMATION

Legal Name of Subrecipient Organization: County of San Bernardino

Doing Business As (DBA) Name, if different: Arrowhead Regional Medical Center

DUNS: 075100599 Federal Tax ID Number: 956002748 Recently Completed/Ended Fiscal Year End Date: 2023

Do you have a Parent Entity? NO YES, Name/TID/DUNS of Parent: _____

System for Award Management (SAM) Expiration Date: 1/10/2024 Unique Entity Number (UEI) assigned to you by SAM (if available)? S38WJACVEL61

Mailing Address: 400 North Pepper Ave. Colton, CA 92324-1819

ADDRESS CITY STATE ZIP+4 COUNTRY

Point of Contact for Subaward Agreements: Greg Young

Name to which payments should be made: County of San Bernardino DBA Arrowhead Regional Medical Center

Remit to Address (if different from above): _____

Accounts Payable Email: younggr@armc.sbcounty.gov Phone: 909-5806133 Fax: _____

Preferred Payment Method: CHECK ACH/EFT (please attach bank information) Wire Transfer (please attach bank information)

NAICS Code(s) applicable to your Organizations subaward/subcontract collaboration work: _____

Does your Organization have an active profile on the Federal Demonstration Partnership (FDP) Expanded Clearinghouse website: NO YES

Select Your Organizations Federal Tax Classification from the following options:

- | | | |
|--|--|--|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> C Corporation | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Trust / Estate | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> State/Local Government | <input type="checkbox"/> Foreign | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Exempt Payee (exempt from backup withholding) | | |

BUSINESS CLASSIFICATION & DIVERSITY INFORMATION

All suppliers must select either "Large Business Concern (LBC)" or "Small Business Concern (SBC)" from the options below. Additionally, everyone should select any sub-classification that applies and multiple sub-classifications may be appropriate. See the FAQ section for definitions and resources for additional information on these classifications.

LARGE BUSINESS CONCERN (LBC)

Dominant in field of operations per Federal Acquisitions Circular (FAC 9.201)

LBC SUB CLASSIFICATIONS (Select all that apply):

- Minority-Owned Business (MBE)
 Woman-Owned Business (WBE)

SMALL BUSINESS CONCERN (SBC)

Independently owned and operated, and meets industry size and receipt requirements for small businesses per SBA 13 CFR 121. Section 3 of the Small Business Act.

SBC SUB CLASSIFICATIONS (Select all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> HUBZone Small Business (HUB Zone) |
| <input type="checkbox"/> Woman-Owned Small Business (WOSB) | <input type="checkbox"/> Veteran-Owned Small Business (VOSB) |
| <input type="checkbox"/> Historically Black Colleges/Universities & Minority Institutions | <input type="checkbox"/> Service Disabled Veteran-Owned Small Business (SDVOSB) |
| <input type="checkbox"/> Alaskan Native Corporations (ANCs) & Indian Tribes | |

Notice: Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9 or 15 of the Small Business Act, or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall: (a) be punished by imposition of a fine, imprisonment, or both; (b) be subject to administrative remedies, including suspension and debarment; and (c) be ineligible for participation in programs conducted under the authority of the Act.

SECTION B: SUBRECIPIENT COMPLIANCE

As required under 2 CFR 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), RAND is required to verify that each subrecipient that was issued pass-through funding is in compliance with all Federal statutes and regulations.

TYPE OF ORGANIZATION

Select from the drop down list the type of organization you are classified as in accordance with the definition in 2 CFR 200 Subpart A—Acronyms and Definitions

Were there any organizational new management personnel or new and/or substantially changed business systems during the last year?

No

FOR ORGANIZATIONS SUBJECT TO UNIFORM GUIDANCE SECTION 2 C.F.R. § 200.501:

- We have not yet completed our annual single audit for the fiscal year. We will advise you of the results and provide a complete copy of the audit report when completed.
 Expected Completion Date: _____
- We have completed our annual single audit and it has been uploaded to the Federal Audit Clearinghouse website. There were no material weaknesses, significant deficiencies, reportable conditions, or findings related to any subaward(s) issued to our organization from the RAND Corporation.
- We have completed our annual single audit and it has been uploaded to the Federal Audit Clearinghouse website. There were instances of noncompliance, reportable conditions, or findings related to subaward(s) issued to our organization from the RAND Corporation.
- We are not subject to OMB Uniform Guidance 2 C.F.R. § 200.501 because:
 Our organization is a For-Profit Entity (note that US Federal Agency specific terms may still require you to undergo a single audit or other audit)
 Our organization expended less than \$750,000 total in Federal Awards in the most recently completed/ended Fiscal Year stated in Section A of this form
 Another exception applies (explain; note that "Foreign" is no longer a permitted exception unless the US Federal Agency has specified an exemption): _____



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ANNUAL SUBRECIPIENT MONITORING COMPLIANCE CERTIFICATION (EXTENDED)

ORGANIZATIONS WHO ARE NOT SUBJECT TO 2 C.F.R. § 200.501 MUST COMPLETE THE FOLLOWING SECTION:

- External independent audits for my organization have been completed for the most recent fiscal year. A complete copy of the audit report is enclosed.
- My organization/company has not been audited by a U.S. Government audit agency or by an independent Certified Public Accounting (CPA) firm for the most recent fiscal year. True and correct information concerning my organization are provided in the attached Financial Status Questionnaire, and in the attached unaudited financial statements covering the most recent fiscal year

NOTE: For organizations that do not undergo a single audit or have audited financials, please provide a copy of your unaudited financials.

Please check if the statement is true/accurate for your organization:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | Other than financial statements, some aspect of your organization's activities has been audited within the last 2 years by a governmental agency or independent public account. (Please provide a copy of any recent external audit report.) |
| <input checked="" type="checkbox"/> | Duties are separated so that no one individual has complete authority over an entire financial transaction. |
| <input checked="" type="checkbox"/> | Your organization is not debarred or suspended and no employees working on RAND subawards are debarred or suspended. |
| <input checked="" type="checkbox"/> | Your organization has controls to prevent expenditure of funds in excess of approved, budgeted amounts. |
| <input checked="" type="checkbox"/> | Your organization has procedures in place to ensure that awarded funds are used only during the authorized period of performance. |
| <input checked="" type="checkbox"/> | All disbursements are properly documented with evidence of receipt of goods or performance of services. |
| <input checked="" type="checkbox"/> | All bank accounts are reconciled monthly. |
| <input checked="" type="checkbox"/> | Payroll charges are checked against program budgets. |
| <input checked="" type="checkbox"/> | There are procedures to ensure procurement at competitive prices. |
| <input checked="" type="checkbox"/> | There is an effective system of authorization and approval of capital equipment expenditures and travel expenditures. |
| <input checked="" type="checkbox"/> | There are detailed records of individual capital assets kept and periodically balanced with the general ledger accounts. |
| <input checked="" type="checkbox"/> | There are effective procedures for authorizing payment and accounting for the disposal of property and equipment. |
| <input type="checkbox"/> | Your organization has an indirect cost allocation plan or a negotiated indirect cost rate. (Please provide a copy of current rate agreement) |
| <input type="checkbox"/> | Your organization has a negotiated fringe benefit agreement. |
| <input checked="" type="checkbox"/> | Your organization has procedures that provide assurance that consistent treatment is applied in the distribution of charges to all grants, contracts and cooperative agreements. |
| <input checked="" type="checkbox"/> | Your organization has a formal policy of nondiscrimination and a formal system for complying with United States federal civil rights requirements. |
| <input checked="" type="checkbox"/> | Your organization has a cash forecasting process that will minimize the time elapsed between the drawing down of funds and the disbursement of those funds. |
| <input checked="" type="checkbox"/> | If your organization enters into agreements for work or research to be performed outside of the United States, it has systems in place to prevent and detect payments made to government officials in violation of the U.S. Foreign Corrupt Practices Act to allow or procure work and research opportunities for or on behalf of your organization. |
| <input checked="" type="checkbox"/> | Your organization's procurement staff have working knowledge of the FAR and OMB Administrative Requirements (Uniform Guidance) that are applicable to purchasing. |
| <input checked="" type="checkbox"/> | You maintain internal controls to ensure that subawards/contracts are issued only to eligible subrecipients / vendors. |
| <input checked="" type="checkbox"/> | Your organization has procedures in place to ensure subrecipients are provided with flow-through award information and compliance requirements, that subrecipient activities are monitored, that subrecipient audit findings are resolved, and that the impact of any subrecipient noncompliance is evaluated and addressed. |
| <input checked="" type="checkbox"/> | Your organization has formal, written policies to address: Pay rates and benefits Time and attendance / effort reporting Leave Travel Purchasing |

Please answer the following questions:

| | |
|--|---|
| What system does your organization use to control paid time, especially time charged to sponsored agreements? | Meditech General Ledger system or spreadsheets |
| Briefly describe your organization's policies concerning capitalization and depreciation. | Straight line Depreciation |
| How does your organization ensure that all cost transfers performed are legitimate and appropriate? | Department managers approve all time cards and invoices, manual journal entries are approved by the Associate CFO before posting |
| Please describe the process for determining the indirect costs and fringe benefit expenses you charge RAND. (Answer only if you do NOT have negotiated rates) | We utilize the federal de minimus rate. |
| How does your organization determine that it has met cost sharing goals? | Tracking through the General Ledger system or spreadsheets |
| Does your organization engage in any lobbying or partisan political activity which is charged, directly or indirectly, to a federally assisted program? If yes, please describe. | No |
| Does your organization have a formal system for complying with the Davis-Bacon Act which requires payment of prevailing wages on federal contracts? If yes, please describe. | Yes, all contracts must have language pertaining to prevailing wage per county policy, if this language does not exist the Board of Supervisors will not execute the contract |
| Does your organization have a formal policy of nondiscrimination and a formal system for complying with U.S. Federal civil rights requirements? If yes, please describe. | Yes, San Bernardino County has policies regarding nondiscrimination |
| What was the dollar volume of U.S. Federal Government awards to your organization during the last fiscal year? (Provide by Agency and dollar amount) | \$0.00 |

COMMENTS

By signing, I certify that the information provided is accurate, and that all audit findings relating to funds provided by the RAND Corporation have been disclosed. I further certify that my organization is in compliance with OMB UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and with all other laws and regulations, to the extent it is applicable to subawards from RAND.

PRINTED NAME AND TITLE: Dawn Rowe Chair, Board of Supervisors
 CERTIFIED BY (SIGNATURE): *Dawn Rowe* DATE: FEB 27 2024



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ANNUAL SUBRECIPIENT MONITORING COMPLIANCE CERTIFICATION (EXTENDED)

DEFINITIONS AND RESOURCES FOR ADDITIONAL INFORMATION

2 CFR 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards ("Uniform Guidance") provides rules and regulations applicable to federal funded awards issued by the Office of Management and Budget (OMB). See the e-CFR website at <http://www.ecfr.gov/> to view the current version of the regulations.

The Federal Demonstration Partnership (FDP) is a cooperative initiative among 10 federal agencies and over 150 institutional recipients of federal funds. The Expanded Clearinghouse (<https://fdpclearinghouse.org/>) is an FDP-authorized system that publishes on-line organizational profiles for use in lieu of subrecipient commitment forms. Pass-through entities utilize this publicly-available information when issuing subawards or monitoring subrecipient organizations. This publicly available website provides online organization profiles to obtain entity-based information needed by pass-through entities when they are issuing subawards or monitoring their subrecipient entities.

The System for Award Management (SAM) is an official website of the US Government found at <https://www.sam.gov/>. There is no cost or registration fee to be a part of this database. SAM can be a marketing tool for businesses as the website allows Government agencies and other contractors to search for your company based on your ability, size, location, experience, ownership, and more. SAM also informs searchers of firms certified by the SBA under the 8(a) Development and HUBZone Programs.

Information regarding the new 12-character Unique Entity Identifier (UEI) numbers being assigned via SAM can be found at <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-information-kit/unique-entity-identifier-update>

NOTE: Some federally funded contracts and/or grants may require your Entity to register in SAM before any funding can be awarded by RAND.

"Exempt Payee" means exempt from backup withholding. Generally, individuals (including sole proprietors) are not exempt from backup withholding. If the payee is not exempt, RAND is required to backup withhold on reportable payments if the payee does not provide a TIN in the manner required or does not sign the certification, if required. Per IRS guidelines, the following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions, agencies, or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. A corporation;
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession;
7. A futures commission merchant registered with the Commodity Futures Trading Commission;
8. A real estate investment trust;
9. An entity registered at all times during the tax year under the Investment Company Act of 1940;
10. A common trust fund operated by a bank under section 584(a);
11. A financial institution;
12. A middleman known in the investment community as a nominee or custodian; or
13. A trust exempt from tax under section 664 or described in section 4947.

The North American Industry Classification System (NAICS) classifies business establishments based on the activities in which they are primarily engaged. NAICS codes are also used for administrative, contracting, and tax purposes. NAICS is production oriented (not product oriented) and categorizes businesses with others that have similar methods of production. In order to determine the NAICS applicable to your organization, please visit the following website: <http://www.census.gov/ipeds/www/naics.html>. **NOTE: RAND cannot make this determination for your organization.**

To find your ZIP CODE + 4, visit <https://tools.usps.com/go/ZipLookupActionInput.action>

To find your Congressional District, visit <https://www.census.gov/mycd/>

Registering with the US Small Business Administration: <http://www.sba.gov/content/register-government-contracting>

US Small Business Administration Resources: <https://www.sba.gov/contracting/resources-small-businesses>

Small Business Concern

A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. See <http://www.sba.gov/content/am-i-small-business-concern#>.

Minority-Owned Business (MBE)

Minimum 51% owned, controlled and operated day-to-day by one or more minority individuals; includes the following categories: African American; Hispanic American; Asian-Pacific American; Asian-Indian American; Native American (American Indian, Eskimo, Aleut, Native Hawaiian).

Small Disadvantaged Business (SDB)

Minimum 51% owned, controlled and operated day-to-day by one or more socially disadvantaged individuals. May be Section 8(a)-certified per 13 CFR 124.1002. Small Disadvantaged Ethnicity definitions include the following categories: African American; Hispanic American; Asian-Pacific American; Asian-Indian American; Native American (American Indian, Eskimo, Aleut, Native Hawaiian).

Woman-Owned Business (WBE) &/OR Woman-Owned Small Business (WOSB)

Minimum 51% owned and controlled by one or more women who have active involvement in day-to-day operations.

Historically Black Colleges/Universities & Minority Institutions

An institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

HUBZone Small Business (HUB Zone)

SBA certified; is small and is located in an 'historically underutilized business zone' and is owned, controlled and operated at least 51% by U.S. citizens and at least 35% of employees reside in HUB zone. Visit <http://www.sba.gov/content/applying-hubzone-program> for more information.

Veteran-Owned Small Business (VOSB)

Minimum 51% owned, controlled and operated day-to-day by one or more U.S. veterans.

Service Disabled Veteran-Owned Small Business (SDVOSB)

Minimum 51% owned by one or more service-disabled veterans (if publicly owned, minimum 51% of the stock is owned by one or more service-disabled veterans), and the management and daily business operations of which are controlled by one or more service-disabled veterans (if permanently and severely disabled, by their spouse or primary care giver).

Alaskan Native Corporations (ANCs) & Indian Tribes

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amend (43 U.S.C.A. 1601). See FAR 19.701 for more information.

"Indian Tribe" means any tribe, band, group, pueblo, or community, including native villages and native groups as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal government as eligible for services from the Bureau of Indian Affairs. See FAR 19.701 for more information.