

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the date of execution of this Agreement ("Effective Date"), by and between:

1. PARTIES:

Grantee:

Loma Linda University
11219 Anderson St,
Loma Linda, CA 92354

Subawardee:

Inland Counties Emergency Medical Agency (ICEMA)
1425 South D Street,
San Bernardino, CA 92415

2. RECITALS:

WHEREAS, This Agreement is entered into between the Prime Grantee and Subawardee for the performance of a portion of the Scope of Work originally awarded to the Prime Grantee under the Grant Agreement between Loma Linda University and CARESTAR Foundation ("Primary Grant") for the project entitled: Emergency Management Strategies to Decrease Opioid Deaths (EMSDOD) ("Project"); and

WHEREAS, the Subawardee represents that it is ready, willing and able to enter into an Agreement to provide support and services to Grantee to advance the goals of the Project; and

WHEREAS, the Subawardee has skilled personnel and facilities available to undertake such a Project; and

WHEREAS, the Subawardee and Grantee desire this Agreement and the work to be performed under it to fully comply with all appropriate laws and regulations; and

WHEREAS, Grantee desires to engage Subawardee to provide professional services as described herein, and Subawardee is willing to provide such services, subject to the terms and conditions set forth in this Agreement.

3. SCOPE OF SERVICES:

Subawardee agrees to render services in accordance with the description set forth in the Scope of Work under Exhibit A attached hereto and incorporated by reference.

4. COMPENSATION:

The total cost for services hereunder shall not exceed \$60,000. Grantee shall pay Subawardee the fees as set forth in Exhibit B, attached hereto and incorporated by reference, for the services provided hereunder.

Certified invoices, supported by a detailed summary of services performed by Subawardee, shall be submitted to Grantee. Invoices shall be sent to:

Loma Linda University
Research Affairs - Post Award
11219 Anderson St,
Loma Linda, CA 92354
rapostaward@llu.edu

FINAL INVOICES ARE DUE NO LATER THAN SIXTY (60) DAYS AFTER THE AGREEMENT TERM ENDS.

5. TERM AND TERMINATION:

- a) The term of this Agreement shall commence on the Effective Date and shall not extend beyond December 31, 2024 ("TERM") unless earlier terminated as provided herein. Any extension of this Agreement is subject to receipt by Grantee of specific funding and time extension for continuation of the Subawardee's portion of the work.
- b) Either party may terminate this Agreement for cause upon written notice in the event of a material breach of this Agreement by the other party, if such breach is not cured within thirty (30) days following written notice thereof.
- c) In the event of termination, Subawardee shall be entitled to compensation for services performed up to the effective date of termination.

6. CONFIDENTIALITY:

Both parties agree to keep confidential all non-public information obtained from the other party, and not to disclose such information to any third party without the prior written consent of the disclosing party.

7. INSURANCE:

- a) General Liability Insurance:
Both parties shall maintain general liability insurance coverage with limits not less than \$1,000,000 USD per occurrence and \$3,000,000 USD in the aggregate. Such insurance shall

cover claims resulting out of the performance of services under this Agreement, whether caused by acts or omissions of either party, its agents, employees, or subcontractors.

b) Self-Insurance Program:

Either party has the right to provide similar insurance coverage under its self-insurance program, provided that the coverage is equivalent in scope and limits to those required herein.

c) Certificates of Insurance:

Upon request, each party shall provide certificates of insurance to the other party evidencing the coverage specified herein.

d) Failure to Maintain Insurance:

Failure by either party to maintain the required insurance coverage shall be considered a material breach of this Agreement and may result in termination by the other party.

8. NOTICES:

All notices required or permitted by this Agreement shall be in writing and shall be deemed given when delivered personally or by an overnight courier service, or three (3) days after being mailed by certified or registered mail, postage prepaid, return receipt requested.

9. FORCE MAJEURE:

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

10. PUBLICATION:

Grantee acknowledges and agrees that Subawardee may, with prior written approval from Grantee, publish or present the results of the services provided hereunder for educational or research purposes.

11. ACCOUNTS, AUDITS, AND RECORDS:

Subawardee facilities (or such part thereof as may be engaged in the performance of this Agreement) and records shall be subject at all reasonable times to inspection and audit by Grantee's authorized representative(s) and the cognizant federal audit agency. Subawardee shall maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature have been incurred

for the performance of this Agreement. The foregoing constitutes "records" for the purposes of this clause. Subawardee shall preserve and make available records until the expiration of three (3)-years from the date of submission of the final expenditure report or until any then-occurring audit is completed and all resulting questions are resolved, whichever occurs first. Subawardee shall furnish Grantee copies of audited financial reports for the term of this agreement.

12.CONTINGENT UPON GRANT:

- a) This Agreement and the funding thereof is expressly contingent upon the said Primary Grant. If funding under said Primary Grant is ever discontinued or changed, or if the terms and conditions of said Primary Grant are ever altered, this Agreement shall be terminated or amended as may be required thereby.
- b) Subawardee acknowledges that this Agreement is subject to the terms and conditions of the Primary Grant and that Subawardee will comply with any such terms and conditions applicable to it as a subcontractor to Grantee including, without limitation, any certifications and assurances required to be made of subcontractors of award recipients.
- c) In the event Primary Grant disallows any cost or expenditure of Subawardee hereunder after payment therefore by Grantee, Subawardee shall promptly upon receipt of written notice from Grantee refund the amount of such payment to Grantee.

13.OWNERSHIP, PATENTS AND INVENTIONS:

Grantee shall retain ownership of any intellectual property resulting from the services provided under this Agreement. The disposition of any patents and inventions arising under this Agreement will be determined under the provisions of P.L. 98-620 and 37 CFR Part 401 (Rev. 7/1/07).

14.INDEPENDENT CONTRACTOR:

Subawardee is an independent contractor and not an employee or agent of Grantee. Subawardee shall be responsible for all taxes, withholdings, and other statutory obligations.

15.SEVERABILITY:

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

16.GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. ENTIRE AGREEMENT; MODIFICATIONS:

This Agreement supersedes all prior agreements, written or oral, between Grantee and Subawardee and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of Grantee and Subawardee.

18. WAIVER:

No waiver by either party of any provision of this Agreement shall be considered a waiver of any other provision or of such party's right to require strict observance of each of the terms herein.

19. HEADINGS:

The headings in this Agreement are for convenience only and shall not affect its interpretation.

20. ELECTRONIC SIGNATURES:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

GRANTEE: LOMA LINDA UNIVERSITY

SUBAWARDEE: INLAND COUNTIES EMERGENCY
MEDICAL AGENCY

Name:

Title:

Date:

Name: Dawn Rowe

Title: Chair, Board of Directors

Date:

Read and acknowledged:

Name:

Date:

EXHIBIT A SCOPE OF WORK

Subcontractor: ICEMA

Prime Sponsor: CARESTAR Foundation (PIs: Savino/Downes)

Title: Emergency Management Strategies to Decrease Opioid Deaths (EMSDOD)

Scope of Work

ICEMA proposes to participate in the EMSDOD project in the following ways:

1. Provide representation to quarterly EMSDOD project meetings.
2. Provide access to data to inform project evaluation, to the extent available per agency policy and privacy laws.
3. Assist in creating opportunities for discussions with gatekeepers and stakeholders to help inform project development.
4. Assist in planning and implementation of EMSDOD community outreach events.

EXHIBIT B
FEES FOR SERVICE

Expenditure	Fee
Professional services (leadership participation in planning meetings, organizing focus groups, and other activities consistent with scope of work):	30,000
Supplies (harm reduction supplies, office supplies, participant incentives (10 people x \$100 x 4 events))	24,546
Overhead at 10%	5,454
Total	\$60,000

EXHIBIT "C"

SB1439 CAMPAIGN CONTRIBUTION DISCLOSURE

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.

Contractor 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: Loma Linda University

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

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

No ☐

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

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

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

Company Name	Relationship
Loma Linda University Health	Umbrella Organization

6. Name of agent(s) of CONTRACTOR:

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

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

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

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

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, 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 below, 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 this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable