



GRANT AGREEMENT

This Grant Agreement is between the Board of Trustees of the University of Illinois, a body corporate and politic organized and existing under the laws of the State of Illinois, on behalf of the University of Illinois at Urbana-Champaign and acting through its Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("Illinois") and the San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California operating a hospital or surgery center, ("County") on behalf of Arrowhead Regional Medical Center ("ARMC") with a facility at 400 North Pepper Avenue, Colton, CA 92324. The parties may be referred to individually as "Party" and collectively as "Parties".

1. Authority and Purpose of the Grant

- 1.1. The Parties have determined that collaboration between the Parties, will be of mutual Interest and benefit; and
- 1.2. Illinois desires to engage the services of County for data collection in support of the project identified below.

2. Scope of Work

- 2.1. The Parties shall collaborate on the project titled "COVID-19 Pandemic and Self-Care Management of Diabetes among Ethnic Minorities Women" and more fully described in Attachment A ("Project").
- 2.2. Technical representatives for the Project:
Illinois: Dr. Sandraluz Lara-Cinisomo
ARMC: Dr. Kristina Roloff

3. Financial Matters and Records

- 3.1. Payment. Illinois will provide County \$1,000 for participant compensation. The budget is more fully described in Attachment B.
- 3.2. Payment Schedule. This is a cost reimbursement agreement. No more frequently than quarterly, County will submit invoices to Illinois evidencing the actual costs incurred by County in performing the Project. County shall reimburse ARMC PI for purchases of gift cards used in the Project. Illinois will pay the full amount due within 30 days from its receipt of an invoice.

County must clearly identify the final invoice as "FINAL" and submit it to Illinois no later than 60 days after the Expiration Date. County must send all invoices in duplicate to University of Illinois, Kinesiology and Community Health, Louise Freer Hall, 906 S. Goodwin Ave., Urbana, IL

61801, Attn: Sandraluz Lara-Cinisomo. Failure to provide proper invoices may delay payment. County will furnish to Illinois supporting documentation of costs upon request.

3.3. Fiscal Management. County will maintain complete and accurate accounting records in accordance with accepted accounting practices. County will make the accounting records available for inspection and audit by Illinois or its authorized agent, at reasonable times upon reasonable notice at Illinois' expense for three years following the end of this Agreement.

4. Term and Termination

4.1. Term. The term of this Agreement shall commence on June 1, 2022 ("Effective Date") and shall expire on June 30, 2023 ("Expiration Date").

4.2. Termination. Either Party may terminate this Agreement prior to the Expiration Date without cause upon thirty (30) days' advance written notice to the other Party. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

4.3. Effect of Termination. In the event of termination in accordance with Section 4.2, the Parties will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of the Project.

5. Liability

5.1. Liability. In the performance of this Agreement, each Party shall be responsible for its negligent acts or omission and the negligent acts or omissions of its employees, officers, or directors acting in the scope of their employment.

6. Publication

6.1. Publication. Results of the Project conducted under this Agreement will be published jointly by Illinois and County with each Party having ample opportunity for prior review and comment. Authorship of publications resulting from the Project will be determined in accordance with appropriate scientific and academic standards.

6.2. Acknowledgement. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

7. Intellectual Property

7.1. Inventions. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Project. Title to any Invention made solely by Illinois employees ("Illinois

Invention") vests in Illinois. Title to any Invention made solely by County employees ("County Invention") vests in County. The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both Illinois and County employees ("Joint Inventions").

7.2. Works of Authorship. Title to any copyrightable work of authorship created in performance of the Project and in which copyright may be claimed ("Copyrightable Work") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits,

7.3. Data Rights. County will collect data based on established criteria, using measures provided by Illinois and will provide Illinois with de-identified data. The de-identified data will be analyzed jointly by the Parties. Illinois has the right to use the data for performance of the Project and for continued research purposes. County will cooperate in good faith to provide all data to Illinois upon its request or as otherwise required by the scope of work.

8. Certifications and Assurances Regarding Grant Funds

8.1. Illinois Grants Certification. By signing this Agreement, County certifies under oath that: (a) all information in the scope of work and this Agreement is true and correct to the best of its knowledge, information, and belief; (b) County shall use the grant funds solely for purposes of performing the Project; (c) County shall not use the grant funds to carry on propaganda or otherwise attempt to influence legislation or to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive; and (d) County understands that this Agreement is condition upon the continuing veracity of these certifications.

8.2. Compliance Generally. In performance of the Project and its obligations under this Agreement, County shall comply with all applicable provisions of international, federal, state, and local law, including but not limited to those governing human subjects research, animal welfare, biosafety, and protected health information. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive federal, state, or local standards applied to the performance of the Project.

8.3. Work Involving Human Subjects. Human subjects research under this Agreement shall not commence until the Project has been approved by County's Institutional Review Board. County is responsible for collecting, storing, and transferring human subjects' data in accordance with applicable law, including but not limited to applicable privacy and data protection laws.

8.4. OFAC Certification. County certifies it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States

Treasury Department as a terrorist, "Specially Designated National and Blocked Person/ or any other banned or blocked person, entity, nation or transaction pursuant to any law enforced or administered by the Office of Foreign Assets Control.

8.5. Discriminatory Club Dues. County will not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of their dues or fees to any discriminatory club.

8.6. Equal Opportunity. At all times during this term of this Agreement, County shall comply with all applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities.

8.7. Drug-Free Workplace. County certifies that it will provide a drug-free workplace in accordance with the requirements of all applicable international, federal, state, and local laws.

8.8. Discrimination/Human Rights. County certifies that it will comply with all applicable provisions of international, federal, state, and local discrimination and human rights laws.

9. General Provisions

9.1. Governing Law. Any suit or proceeding arising from this Agreement must be filed and prosecuted in defendant's forum, and this Agreement shall be interpreted by application of the laws of the forum. Any claims brought against Illinois must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS §505).

9.2. Waivers. No right of either Party shall be deemed to have been waived by non-exercise unless the waiver is reduced to writing and signed by the Party entitled to exercise such right.

9.3. Relationship of the Parties. Neither Party is agent, employee, legal representative, partner, or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

9.4. Assignment. Neither Party shall assign its rights or obligations under this Agreement with prior written consent of the other Party.

9.5. Merger/Amendments. This instrument, including all referenced attachments, contains the entire agreement of the Parties relating to the subject matter. This Agreement may not be changed orally but only by written amendment signed by each Party's authorized signatory.

9.6. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

9.7. Notices. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

Illinois: Sponsored Programs Administration
 1901 S. First Street, Suite A
 Champaign, IL 61820-7406
 Phone: (217) 333-2187
 Fax: (217) 239-6830
 Email: spa@illinois.edu

County: Arrowhead Regional Medical Center
 400 N. Pepper Ave.
 Colton, CA 92324
 Phone: (909) 580-6150
 Fax: (909) 580-6196
 Email: ARMC-IRB@armc.sbcounty.gov

9.8. Authorized Signatories. Each Party certifies that the individuals signing this Agreement on its behalf are authorized to do so in the capacity indicated and that the Party intends to be legally bound by contract.

**THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS**

By: _____
Paul N. Ellinger, Interim Comptroller

Signature of Comptroller Delegate

Paula Jorge, Associate Director
Printed Name and Title of Delegate

Date: _____

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

By: _____
Curt Hagman
Chairman, Board of Supervisors
Date: _____

Attachment A

Scope of Work

COVID-19 Pandemic and Self-Care Management of Diabetes among Ethnic Minorities Women (aka Margin of Excellence grant)

Dr. Sandraluz Lara-Cinisomo – Principal Investigator (UIUC)

Olufemi Fabusoro – Co-Principal Investigator (UIUC)

Dr. Kristina Roloff - Co- Principal Investigator (ARMC)

Dr. Ricardo Loret de Mola - Co-Principal Investigator (SIU)

Project dates: June 1, 2022 – June 30, 2023

Study site: Southern Illinois University (SIU) Medical Center in Springfield, IL and Arrowhead Regional Medical Center in Colton, CA.

Scope of Work (ARMC & SIU)

The summary of work to be conducted at ARMC & SIU will include securing IRB approval at their respective sites, recruitment and enrolling subjects, and obtaining consent and collecting the planned data from participants. Women will be recruited by SIU and ARMC authorized study personnel (e.g., trained Research Assistant, Medical Student or Resident) during routine visits using the recruitment script provided by UIUC. The site PIs will also train personnel that will be collecting data at each site. Each site will provide the UIUC PIs with the data for review, analysis, distribution of results, and subsequent funding. Each study site will also compensate participants \$10 gift card. Each site will manage participant receipts and provide copies to UIUC.

Attachment B

Budget

COVID-19 Pandemic and Self-Care Management of Diabetes among Ethnic Minorities Women (aka Margin of Excellence grant)

Dr. Sandraluz Lara-Cinisomo – Principal Investigator (UIUC)

Olufemi Fabusoro – Co-Principal Investigator (UIUC)

Dr. Kristina Roloff - Co- Principal Investigator (ARMC)

Dr. Ricardo Loret de Mola - Co-Principal Investigator (SIU)

Project dates: June 1, 2022 – June 30, 2023

Study site: Southern Illinois University (SIU) Medical Center in Springfield, IL and Arrowhead Regional Medical Center in Colton, CA.

Budget

Budget: \$2000 remuneration (gift card) for participants (200 subjects × \$10.00 each = \$2,000)

Budget Justification

Each study site (ARMC and SIU) will manage their respective funds (\$1,000 each for 100 subjects x \$10). This pilot study will serve as baseline information for large-scale study to address the dietary needs of diabetes women in the reproductive age.