SUBCONTRACT AGREEMENT	
AGREEMENT NUMBER: 05644-AR68472	
PAYMENT TYPE: Fixed Price	
PERIOD OF PERFORMANCE: March 26, 2024 through June 15, 2024	
TOTAL AMOUNT: Fixed Price of $375,000.00	
PRIME CONTRACT RECITALS	
PRIME CONTRACT FUNDING AGENCY: Sierra Health Foundation	
PRIME CONTRACT NUMBER: CA23MAT040	
PHI's PROGRAM NAME: CA Bridge Program	
SUBCONTRACTOR INFORMATION	
SAN BERNARDINO COUNTY 1425 South D. Street San Bernardino, CA 92408	**AUTHORIZED REPRESENTATIVE** Dawn Rowe, Chair, Board of Directors Email: tevan.stremel@cao.sbcounty.gov
PRIME CONTRACTOR INFORMATION	
PUBLIC HEALTH INSTITUTE 555 12th Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500	**AUTHORIZED REPRESENTATIVE** Matthew Marsom, Sr. Chief Programs & Public Policy Email: matthew.marsom@phi.org Tel: 510-285-5500
PROGRAM REPRESENTATIVE Serena Clayton, Program Manager Email: serena@bridgetotreatmnent.org Tel: 510-285-5682	**ADMINISTRATIVE REPRESEENTATIVE** Pamela Andrews, Grants & Contracts Specialist Email: PAndrews@phi.org

The Public Health Institute (PHI) hereby enters into this Subcontract as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of San Bernardino is hereafter referred to as "Subcontractor." The Subcontractor agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subcontract.

SUBCONTRACTOR SIGNATURE	PUBLIC HEALTH INSTITUTE
Dawn Rowe Date Chair, Board of Directors	Rebecca Silva Date Vice President, Grants & Contracts

SUBCONTRACT AGREEMENT
BETWEEN
PUBLIC HEALTH INSTITUTE
AND
SAN BERNARDINO COUNTY

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subcontract is expected to start and end as follows unless amended by both parties:
   - Start Date: March 26, 2024
   - End Date: June 15, 2024

2. **SCOPE OF WORK:** Subcontractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).

3. **TOTAL AMOUNT**: The maximum amount payable under this Subcontract is for the fixed price amount of $375,000.00 to be paid in accordance with Exhibit B (Payment Schedule).

4. **INVOICES:** Subcontractor will invoice PHI for services rendered in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative of the Subcontractor's invoices, PHI will pay Subcontractor, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI program and PHI's Accounts Payable. PHI will have no obligation to pay Subcontractor for invoices submitted more than 30 days after the date of expiration of this agreement. Invoices will be on letterhead and include: Agreement Number, Subcontractor Name, Subcontractor Mailing Address, Subcontractor Telephone, Invoice Number, Invoice Period, and Signature. For fixed price agreements, invoices must include a description of deliverables completed and payment amount for those deliverables. **Invoices must be submitted directly to**johnson@bridgetotreatment.org.

5. **RECORDS RETENTION:** Subcontractor will preserve and retain all financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this agreement, whether preserved or retained in paper form, electronically or otherwise, for three (3) years following the term of this agreement.

6. **COPYRIGHT**: Any work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that the Subcontractor creates or helps create in preforming services under this Agreement will be, and are hereby assigned to PHI as its sole and exclusive property. Accordingly, Subcontractor will assign to PHI all right, title, and interest worldwide in the work product; grant to PHI an irrevocable, exclusive royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to PHI; and waive enforcement against PHI of any rights in the work product that cannot be assigned or licensed to PHI. Subcontractor will assist, and will ensure that Subcontractor's

employees, agents, and contractors assist PHI in obtaining and enforcing these rights in the work product.

7. **RIGHTS IN DATA:** PHI will have the right to obtain, reproduce, disclose, or otherwise use data (including without limitation writings, drawings, designs, data files and similar works) first produced or developed by the Subcontract under this Subcontract and the right to authorize others to do the same.

8. **PUBLICATIONS**: Subcontractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subcontractor will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Subcontractor will incorporate the requirements of this clause in all lower tier subcontracts.

9. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor and for no purpose will any of its officers, directors, members, employees, volunteers, Subcontractor or agents be considered an employee of PHI or the Funding Agency, if any.

10. **CONFIDENTIALITY:** Subcontractor agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subcontractor by PHI in the course of providing services under this Subcontract. All PHI confidential information will be clearly marked "Confidential" and will be sent to Subcontractor's Principal Investigator. Subcontractor will incorporate the requirements of this clause in all lower tier transactions.

11. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Subcontractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this subcontract, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this subcontract until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

12. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.

13. **INSURANCE AND LICENSES:** Subcontractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Subcontractor's domicile, and all other appropriate governmental agencies. Subcontractor's

failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI's termination. PHI shall be named as additionally insured under Subcontractor's liability insurance but only insofar as the obligations under this agreement are concerned. Subcontractor will provide PHI with a copy of insurance upon request.

14. **DEBARMENT CERTIFICATION:** Subcontractor will comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. OR certifies by signing this Subcontract that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subcontractor certifies that it is not listed as debarred or suspended in www.sam.gov. Subcontractor will incorporate the requirements of this section in all non-exempt lower tier Subcontracts. Subcontractor will query www.sam.gov for all non-exempt lower tier covered transactions.

15. **NON-DISCRIMINATION:** As applicable to this agreement, Subcontractor shall comply with:

    a. Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    b. 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    c. 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

    Subcontractor shall incorporate the requirements of this clause in all nonexempt lower tier agreements.

16. **WHISTLEBLOWER/ENHANCEMENT OF CONTRACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION:** Subcontractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. Subcontractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. Subcontractor

will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.

17. **LOBBYING CERTIFICATION:** If this Agreement exceeds $100,000, Subcontractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf 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 making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Subcontractor will complete and submit to PHI OMB Standard Form LLL "Disclosure of Lobbying Activities." Subcontractor will incorporate the requirements of this clause in all nonexempt lower tier Agreements and require Subcontractor to certify and disclose to it, and forward their disclosures to PHI.

18. **INCORPORATION BY REFERENCE:** All provisions of the prime award that are applicable to this Subcontract are incorporated by reference, and Subcontractor will comply with them in all respects in accordance with Exhibit C. If any of the prime award provisions directly and irreconcilable conflict with any other provisions of this Subcontract, the prime award will take precedence. Subcontractor will incorporate the requirements of this section into lower tier subcontracts.

19. **FFATA REPORTING**: Subcontractor will furnish its Unique Entity Identifier (UEI) number to PHI and Subcontractor will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."

20. **CONFLICT OF INTEREST:** Subcontractor certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Subcontractor shall report any financial conflict of interest to PHI's Administrative Representative**.** Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Subcontract and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3)(i)-(vi). Subcontractor shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Subcontractor shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B) (1)-(9).

21. **MISCONDUCT IN SCIENCE:** Subcontractor certifies that it has established administrative policies relating to misconduct in science that comply with 42 CFR Part 50, Subpart A and

further certifies that it will comply with those policies and the requirements of the regulations.

22. **PROTECTION OF HUMAN SUBJECTS:** Subcontractor certifies that it will comply with the applicable requirements of 45 CFR Part 46, including filing all required assurances and certifications.

23. **HUMAN SUBJECTS EDUCATION**: Subcontractor certifies that all key personnel who are involved in the design and conduct of research involving human subjects under this consortium agreement have completed the NIH computer-based training in the protection of human research participants (http://ohsr.od.nih.gov/cbt/) or a comparable program, and Subcontractor agrees to provide documentation thereof to PHI.

24. **REPRESENTATIONS:** Subcontractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.

25. **EXCUSABLE DELAY:** If Subcontractor is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subcontract will be extended for a period equivalent to the delay.

26. **INTERFERING CONDITIONS:** Subcontractor agrees to promptly notify PHI of any condition that might interfere with this Subcontract. Notification will not relieve Subcontractor of any responsibilities hereunder.

27. **TERMINATION:** PHI may suspend or terminate this agreement at any time by giving 30 days written notice of suspension or termination to Subcontractor if the prime grant is suspended or terminated in whole or in relevant part, or if Subcontractor materially fails to comply with any of the terms and conditions of this agreement. Either party may terminate this agreement without cause upon 30 days written notice to the other party. If Subcontractor sends or receives a notice of suspension or termination, Subcontractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Subcontractor will stop work and Subcontractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime award, PHI will pay Subcontractor for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.

28. **COMPLIANCE WITH LAW:** Subcontractor agrees to comply with all relevant state and federal statutes and regulations.

29. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**: Recipient shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video

Surveillance Services or Equipment.

30. **TRAFFICKING IN PERSONS:** This Subcontract is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subcontractor must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of Subcontractor or individuals defined as "employees" of Subcontractor. The details of Subcontractor obligations regarding prohibited conduct related to trafficking in persons can be found in 22 USC 7104 and FAR 52.222-50, as applicable, which are incorporated by reference. Subcontractor must inform PHI immediately of any information Subcontractor receives from any source alleging a violation of a prohibited conduct outlined in this award term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Subcontract. Subcontractor shall incorporate the requirements of this clause in all lower tier agreements.

31. **CALIFORNIA EXECUTIVE ORDER**: Subcontractor is required to comply with the Governor of California's Executive Order N-6-22 (found at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Subcontractor shall incorporate the contents of this clause into each lower tier transaction.

32. **GOVERNING LAW**: The validity, construction, and effect of this Subcontract will be governed by the laws of the United States of America and the State of California.

33. **SEVERABILITY:** If any provision of this Subcontract is held in conflict with law, the validity of the remaining provisions will not be affected.

34. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

35. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Subcontract, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.

36. **NON-ASSIGNMENT:** This Subcontract is not assignable by Subcontractor without the

prior written consent of PHI.

37. **APPLICABILITY TO LOWER TIER VENDORS AND SUPPLIERS:** Subcontractor will require its Subcontractor, suppliers, employees, consultants and agents to comply with the applicable provisions of this Subcontract.

38. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subcontract will not extinguish any previously-accrued rights or obligations of the parties.

39. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative Authorized Representative named on the cover page of this agreement.

40 **PROHIBITION ON THE USE OF GENERATIVE AI**: Subcontractor will not, without the prior written consent of the PHI authorized signatory, use any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models ("Generative AI"), including, but not limited to, Chat GPT, Google BARD, etc., directly or indirectly in the performance of this Agreement or in the creation of, or otherwise incorporated into, any Work under this Agreement. Consistent with this requirement, Subcontractor is specifically prohibited from using Generative AI to analyze, process, or store any information proprietary to the PHI without prior written consent. Subcontractor represents and warrants that its all reports, deliverables and any other information provided under this agreement will be the result of Subcontractor's independent, original efforts without any unapproved Generative AI assistance, and will not incorporate, or be based upon, any output or contribution generated by Subcontractor the Contractor or to the knowledge of Subcontractor, in whole or in part, through use of Generative AI.

41. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

EXHIBIT A – SCOPE OF WORK

SECTION I. OVERVIEW

The EMS Bridge program at the Public Health Institute (PHI) is administering the Emergency Medical Services Buprenorphine Use Pilot (EMSBUP) program to support Local EMS Agencies (LEMSAs) and EMS providers to provide treatment and access points for patients with an opioid use disorder (OUD). Emergency Medical Service (EMS) agencies participating in the EMSBUP program will address substance use disorder (SUD) as a treatable emergency condition, utilizing paramedics to identify and treat patients who would benefit from medication-assisted treatment (MAT).

The program will support LEMSAs to:

- Assist prehospital agencies to implement EMSBUP
- Coordinate with Navigators to provide linkage to care
- Evaluate the effectiveness of the EMSBUP treatment model by collecting de-identified data for the CA Bridge Patient Outcomes research study and monthly performance metrics.
- Identify linkage to care options for EMS patients with an OUD and provide a system for patients who sign out AMA (Against Medical Advice) to have access to outpatient treatment options.

PHI/Bridge will provide all participating LEMSAs with access to materials, training, and technical assistance for navigators, clinicians, nurses, and other hospital staff and stakeholders.

SECTION II. MILESTONES

Phase 1
Milestone Completion Target Date: April 1, 2024 Payment:
$100,000 per LEMSA/Multi LEMSA site

1. Fully executed contract.

2. Provide the names of the EMS provider agencies participating in EMSBUP implementation.

3. Provide the name and contact information for the following roles of the implementation group.

    a. LEMSA medical director
    b. LEMSA data coordinator
    c. LEMSA point of contact
    d. EMS provider agency medical director
    e. EMS provider agency EMSBUP implementation leader/point of contact
    f. EMS provider agency clinical education coordinator
    g. EMS provider agency data coordinator
    h. Hospital(s) MAT clinical champion

4. Provide an estimated number of paramedics that will be trained.

5. Provide the names of the hospitals to which EMS transports patients.

Phase 2
Milestone Completion Target Date: April 1, 2024 Payment:
$100,000 per LEMSA/Multi LEMSA site

1. A letter is obtained from the EMS Authority for approval for each LEMSA (if more than one) of the local optional scope of practice application for prehospital buprenorphine administration by paramedics from the California Emergency Medical Services Authority (EMSA).
2. EMSBUP implementation leader has set up recurring meetings with stakeholders and PHI/Bridge which are recommended weekly prior to the paramedics starting to treat patients with buprenorphine.
3. LEMSA data coordinator has completed orientation and training on data reporting.
4. LEMSA has submitted at least one month of performance data as described in Section III. Data Reporting: Performance Data.
5. Review CA Bridge Patient Outcomes Study research protocol and reliance agreement with the Public Health Institute for approval by PHI.
6. If CA Bridge Patient Outcomes Study reliance agreement is approved by PHI, LEMSA has submitted data required according to research protocol. If the reliance agreement has not been approved, this is an optional activity
7. Reporting form for above deliverables is submitted. (Format to be provided by PHI/Bridge).

Phase 3

Milestone Completion Target Date: May 1, 2024 Payment:
$100,000 per LEMSA/Multi LEMSA site

1. Paramedics have been provided and instructed to complete pre-training survey (survey QR code will be provided by PHI/Bridge)
2. EMSBUP training for paramedics has been initiated, using the supplied PHI/Bridge training materials.
3. Paramedics are treating eligible EMS patients with buprenorphine.
4. A system for navigation (outreach and warm handoff linkage to care) is in place for the following categories of patients:
    a. Patients who receive buprenorphine and are transported to any hospital
    b. Patients who receive buprenorphine and decide against transport
    c. Patients with SUD who are not given buprenorphine
5. LEMSA meets with hospital-based Bridge Program staff (e.g., navigator, navigator supervisor, clinical champion, etc.) to create a plan for warm hand offs and linkage to care and for data sharing to track patient follow up and outcomes.
6. Two or more people from the implementation group have participated in an EMSBUP learning collaborative.
7. Implementation group meets monthly for case reviews.
8. LEMSA is up-to-date on performance data.
9. LEMSA is up-to-date on and research data, if participating in the CA Bridge Patient Outcomes Study.
10. Reporting form for above deliverables is submitted. (Format to be provided by PHI/Bridge).

Phase 4

Milestone Completion Target Date: June 15, 2024 Payment:
$75,000 per LEMSA/Multi LEMSA site

1. Minimum of 70% of all eligible paramedics have been trained (EMS agency will determine paramedic eligibility).
2. EMSBUP training for paramedics has been integrated into orientation for new paramedics.
3. Paramedics are continuing to treat eligible EMS patients with buprenorphine.
4. A system for navigation (outreach and warm handoff linkage to care) is being followed for the following categories of patients:
    a. Patients who receive buprenorphine and is transported to any hospital
    b. Patients who receive buprenorphine and decide against transport
    c. Patients with SUD who are not given buprenorphine
5. Two or more people from the implementation group have participated in at least three EMSBUP learning collaboratives.
6. Implementation group meets monthly for case reviews.
7. LEMSA is up-to-date on performance data.
8. LEMSA is up-to-date on and research data, if participating in the CA Bridge Patient Outcomes Study.
9. LEMSA participates in a data audit and performs data cleaning and corrections as needed for the performance data.
10. Reporting form for above deliverables is submitted. (Format to be provided by PHI/Bridge).

SECTION III. DATA REPORTING

Performance Data
LEMSAs are required to report the following performance metrics for each month by the 15th of the following month

1. Total number of patients seen by EMS and presenting with possible opioid use disorder and/or withdrawal symptoms
2. Total number of patients seen by EMS and presenting with possible opioid use disorder and/or withdrawal symptoms who were transported
3. Total number of patients administered buprenorphine by EMS
4. Total number of patients administered buprenorphine and transported by EMS
5. Total number of patients who were ineligible for buprenorphine
6. Total number of transported patients who receive navigation

CA Bridge Patient Outcomes Study research data

LEMSAs participating in the study will report the following de-identified data, as available, on patients that meet study inclusion criteria according to the research protocol.

Demographics

- Age
- Gender
- Ethnicity/Race
- Housing status
- Insurance status

Prehospital encounter

- Date and time of EMS encounter
- Primary impression
- Secondary impression (if applicable)
- List of medications administered by EMS
- Total dose of buprenorphine administered
- Clinical Opioid Withdrawal Score (COWS) prior to buprenorphine administration
- Clinical Opioid Withdrawal Score (COWS) post buprenorphine administration
- Discharge or transport status
- Transport facility (if applicable)

Receiving Facility Encounter

- Total buprenorphine administration in the ED
- Consultation with a substance use navigator in the ED
- Referral to outpatient treatment services in the ED
- Discharge status
- Admittance status
- Reason for admittance (if applicable)
- Buprenorphine prescription at discharge

Seven-day post-EMS encounter follow up

- Patient successfully contacted by a substance use navigator around 7 days
- Current buprenorphine prescription
- Outpatient treatment services attendance
- Buprenorphine adherence per patient

Thirty-day post-EMS encounter follow up

- Patient follow-up attempted by a substance use navigator around 30 days
- Current buprenorphine prescription
- Outpatient treatment services attendance
- Buprenorphine adherence per patient

EXHIBIT B – PAYMENT SCHEDULE

Deliverables	Target Due Date	Payment
Phase 1		
Satisfactory completion of Phase 1 deliverables, submission of reporting form, and submission of invoice	April 1, 2024	$100,000
Phase 2		
Satisfactory completion of Phase 2 deliverables, submission of reporting form, and submission of invoice	April 1, 2024	$100,000
Phase 3		
Satisfactory completion of Phase 3 deliverables, submission of reporting form, and submission of invoice.	May 1, 2024	$100,000
Phase 4		
Satisfactory completion of Phase 4 deliverables, submission of reporting form, submission of invoice, and submission of signed contractor's release form (Exhibit F)	June 15, 2024	$75,000
Total Subcontract Amount		**$375,000**

BUDGET REQUIREMENTS

LEMSAs should fund the following positions or organizations as needed and appropriate to support the achievement of the deliverables above: EMS providers, navigators at Bridge hospitals, community-based organizations, and the LEMSA medical directors' employer.

EXHIBIT C – PRIME AWARD

MEDICATION-ASSISTED TREATMENT (MAT) SOR 3 EXPANSION PROJECT

SUBCONTRACTOR AGREEMENT

This MAT SOR 3 Expansion Project Subcontractor Agreement (the "Agreement") is made and entered into as of **September 30, 2022**, (the "Effective Date") by and between Sierra Health Foundation: Center for Health Program Management ("The Center") and **Public Health Institute,** a **Nonprofit** ("Subcontractors").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. The Center and the California Department of Health Care Services (the "Funder") entered into that certain Standard Agreement (#22-20411) dated September 30, 2022 (the "Prime Contract"), for the MAT SOR 3 Expansion Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to address opioid and stimulant misuse by supporting and expanding prevention, education, stigma reduction, harm reduction, treatment, and recovery services and by increasing access to MAT as appropriate.

The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: Prime Contract MAT SOR 3 Expansion Project. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, including providing all information required by the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 1** and incorporated herein by reference (the "Services"). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The

Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Term. The term of the Agreement period will commence on the **January 1, 2023** and will continue thereafter until **June 30, 2024** (the "Expiration Date") or earlier termination in accordance with the terms of this Agreement (the "Term") The "Service Period" is defined as the term for allowable service provisions by the Subcontractor.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subcontractor's failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the
"ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.07. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations (including without limitation all applicable labor, employment, immigration, and anti-discrimination laws, rules and regulations).

1.08. Federal Laws. Subcontractor shall comply with the following federal laws incorporated by reference in the Prime Contract.

(a) Americans with Disabilities Act. As incorporated by reference in the Prime Contract, Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

(b) Federal Requirements. As incorporated by reference in the Prime Contract, the Subcontractor shall comply with the following Federal laws:

i. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended.
ii. Age Discrimination Act of 1975 (45 CFR Part 90).
iii. Section 1557 of the Affordable Care Act.
iv. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
    1. California Government Code Section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
v. Section 504 of the Rehabilitation Act of 1973.
vi. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
vii. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

viii. Byrd Anti-Lobbying Amendment (31 USC 1352).
1. The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ix. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
1. The Subcontractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

1.09. Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Subcontractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Subcontractor advance written notice of such termination, allowing Subcontractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

1.10. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until three (3) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01 Total Award Amount to Subcontractor. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, "Compensation"), whether paid pursuant to the invoice procedure described in Section 2.02 below, shall not exceed **$1,508,000.00** ("Total Award Amount to Subcontractor").

2.02 Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget/Deliverable Schedule set forth in **Attachment 2**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Award Amount to Subcontractor. Unless otherwise required by the Prime Contract, invoices shall be submitted as deliverables are completed corresponding to **Attachment 2.** Subcontractor's duty to submit the described invoice documentation in accordance with this Section 2.02 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.02. Invoice documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution

authorized in writing by the Subcontractor, within thirty (30) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.03 Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.04 Invoice Instructions. The agreement number must be identified on every invoice submitted for payment and invoice must designate deliverables listed in **Attachment 2**. All invoices must include the following language: "By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the funds received are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

2.05. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.02, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Work or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center, documentation, records, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INSURANCE/INDEMNITY.

4.01. Insurance. Without limiting Subcontractor's duty of indemnification as set forth in Section 4.02 below, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center.

4.02. Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.02. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free

from such discrimination and harassment. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), Title VII of the Civil Rights Act of 1964 as amended, The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504 and regulations and guidelines issued pursuant thereto.

5.02. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Default under Section 6.03; or
(b) Disability or death of Subcontractor; or
(c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.02 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables

provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.06 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission ("e-mail") that provides for proof of receipt, to the parties at the addresses appearing below the parties' signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or

the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services. Upon request by The Center, Subcontractor shall provide all records and certifications to verify Subcontractor's compliance with this Section and applicable law.

8.11. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.12. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.13. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.14. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.15. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.17. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

8.18. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

Attachment 1: Scope of Services
Attachment 2: Budget/Deliverable Schedule
Attachment 3: Special Terms and Conditions from Prime Contract
Attachment 4: Insurance Requirements
Attachment 5: Dispute Resolution Provisions
Attachment 6: HIPAA Business Associate Addendum
Attachment 7: Schedule of Federal Funds
Attachment 8: Certification Regarding Lobbying (Exhibit D(F))

(Signature page follow)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

The Center:

DocuSigned by:
BY Kaying Hang
CE4200F0CC38472...
Kaying Hang
President

DATE: 4/28/2023

The Center
Program Contact:
Jenna Haywood
Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Subcontractor:

DocuSigned by:
BY
E767F4AEC65E49F...
Authorized Signer

DATE: 4/28/2023

Subcontractor Name and Address:
Public Health Institute
Darneshia Blackmon
Director, Bid & Proposal
555 12th Street, Suite 600
Oakland, CA 94607

Subcontractor Contact Information:
dblackmon@phi.org
(510) 285-5742

Subcontractor Tax ID:
94-1646278

Subcontractor SAM.gov UEI:
NJH3YBU1VHB7

Contract Number:
CA23MAT040

ATTACHMENT 1

Scope of Services

1. Service Overview

As described in this Scope of Work (SOW), the Public Health Institute (hereafter referred to as the Contractor) agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Substance Abuse and Mental Health Services Administration (SAMHSA) will award DHCS the State Opioid Response (SOR) III grant, which supports California's Medication Assisted Treatment (MAT) Expansion Project, which aims to address the opioid and stimulant use disorder crises by improving access to treatment, reducing unmet treatment need, and reducing opioid and stimulant-related overdose deaths through the provision of prevention, treatment, harm reduction, and recovery service activities.

This Contract addresses the opioid epidemic through prevention, treatment, or recovery services by implementing the following project and activities: expand the local emergency medical services and public health agencies collaborative pilots.

2. Service Location

The services shall be performed at various statewide facilities accessible to the Contractor.

3. Service Hours

The services shall be provided during normal Contractor working days and hours, excluding national and State holidays.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	**Public Health Institute**
Contract Manager: Virginia Allen P.O. Box 997413, MS 2624 Sacramento, CA 95899-7413 Telephone: (916) 713-8520 Email: Virginia.Allen@dhcs.ca.gov	Pamela Andrews, Grants and Contracts Specialist 555 12th Street, Suite 600 Oakland, CA 94607 Telephone: (510) 285-5670 Fax: (510) 285-5501 E-mail: pandrews@phi.org

B. Direct all inquiries to:

Department of Health Care Services	**Public Health Institute**
Attention: Virginia Allen P.O. Box 997413, MS 2624 Sacramento, CA 95899-7413 Telephone: (916) 713-8520 Email: Virginia.Allen@dhcs.ca.gov	Pamela Andrews, Grants and Contracts Specialist 555 12th Street, Suite 600 Oakland, CA 94607 Telephone: (510) 285-5670 Fax: (510) 285-5501 E-mail: pandrews@phi.org

C. For subcontract and finance questions, please contact:

The Center	**Public Health Institute**
Program Officer: Jenna Haywood 1321 Garden Highway Sacramento, CA 95833 Telephone: (916) 922-4755 Email: jhaywood@sierrahealth.org	Pamela Andrews, Grants and Contracts Specialist 555 12th Street, Suite 600 Oakland, CA 94607 Telephone: (510) 285-5670 Fax: (510) 285-5501 E-mail: pandrews@phi.org

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Services to be Performed

A. Local Emergency Medical Services Agency (LEMSA) Pilot Project Subcontract Management

In collaboration with Sierra Health Foundation (The Center), as the administrative entity for this project, the Contractor shall build-upon a pilot project in Contra Costa County (CCC) to extend the project to Monterey, San Benito, Santa Cruz, San Diego and Kern counties. This project will expand the partnership of public health departments, emergency medical services (EMS) agencies, and 911-transport providers to engage in opioid prevention and treatment during EMS calls to address the opioid epidemic in additional jurisdictions across the state.

The Contractor shall provide grants to at least one local emergency medical services agency (LEMSA) in each county to replicate and implement the public health integration model and protocols created in the aforementioned CCC pilot project. LEMSA subcontracts will include the following components:

1. Naloxone (Narcan) distribution program initiated and conducted by EMS providers. The 911 transport agency identifies and distributes naloxone and naloxone kits for patients, family members, or bystanders. EMS providers will provide Naloxone and it will not be charged against the contract.
2. EMS-initiated first dose buprenorphine. 911 transport agency consults with a physician to discuss the patient, and if the patient meets the criteria and the physician provides authorization, the 911 transport agency shall administer a first dose of buprenorphine to the patient in the field. The 911 transport agency then transports the patient to an overdose receiving center (ORC) [local Emergency Department (ED)] designated by the county EMS agency.
3. Referral of the 911 patients to a public health outreach coordinator/intervention team. This warm handoff involves a data linkage between the 911 transport agency and the public health agency. The public health team is responsible for contacting the patient to assist in MAT enrollment and accessing additional county services.
4. Establish an overdose receiving center (ORC) to receive the 911 patients. ORCs are EDs designated by EMS where evidence-based care for patients who have experienced an overdose is standardized, and includes specialized personnel, training, and expertise to provide overdose patients the best possible chance to engage in evidence-based interventions and treatment for OUD.

B. Data Collection and Performance Measures

1. The Contractor shall collaborate with the University of California of Los Angeles, Integrated Substance Abuse Program (UCLA) staff in all data collection and analysis efforts.

2. The Contractor shall identify and maintain a lead contact for any information and assistance required by UCLA.

3. The Contractor shall work in collaboration with The Center and UCLA to ensure that all partners submit quarterly quantitative reports via the UCLA portal. Partners will also be required to submit intermittent financial reports as well as a comprehensive quantitative and qualitative final report and final financial report.

C. Quarterly Reporting

1. The Contractor shall submit quarterly reports to DHCS and UCLA. The reports shall consist of qualitative and quantitative data and performance measures as agreed upon by DHCS, the Contractor, and UCLA. Quarterly reports shall also include updates on sustainability planning. The Contractor shall submit reports via email to DHCS and UCLA on the following dates:

Quarter	Period	Due Date to DHCS
1st quarter	01/01/2023 - 03/31/2023	04/15/2023
2nd quarter	04/01/2023 - 06/30/2023	07/15/2023
3rd quarter	07/01/2023 - 09/30/2023	10/15/2023
4th quarter	10/01/2023 – 12/31/2023	01/15/2024
5th quarter	01/01/2024 - 03/31/2024	04/15/2024
6th quarter	04/01/2024 - 06/30/2024	06/30/2024

D. Final Report

1. The Contractor shall submit a Final Report to DHCS, which shall be comprehensive of the entire contract period, and shall include:

   a. Data collection and performance measures results;

   b. A summary of challenges encountered in implementing services during the Contract;

   c. A summary of successful strategies and procedures utilized by the Contractor in implementing services;

   d. The sustainability plan and recommendation for ongoing services; and

   e. A quantitative and qualitative final analysis of the Project.

ATTACHMENT 2

Budget/Deliverable Schedule

Budget for Year 1 (01/01/2023 - 06/30/2023)

Deliverable	Deliverable Description	Amount	Delivery
D1	• Kick-off meeting with DHCS and The Center • Initiate contractual agreements for up to five counties/service areas • Begin development of informational resources and protocols • Support LEMSAs to implement the four components of the EMS model: identify overdose receiving center (ORC)/Bridge site, implement protocols for naloxone, initiate buprenorphine, and conduct warm handoff referrals • Collect and monitor data as part of LEMSA project • As needed, update protocols, resources, and/or training	$600,000	April 2023
D2	**1st Project Report to DHCS (01/01/23 - 3/31/23):** • Enter data into UCLA online portal for 1st Reporting Period • Prepare and Submit to DHCS 1st Project Report • Data collection and performance measures will include all requested information per the SOW	$375	April 2023
Total Year 1		**$600,375**	

Budget for Year 2 (07/01/2023 – 06/30/2024)

Deliverable	Deliverable Description	Amount	Delivery
D3	**2nd Project Report to DHCS (04/01/23 - 06/30/23):** • Enter data into UCLA online portal for 2nd Reporting Period • Prepare and Submit to DHCS 2nd Project Report • Data collection and performance measures will include all requested information per the SOW	$375	July 2023
D4	• Continue to support LEMSAs to implement the four components of the EMS model: identify overdose receiving center (ORC)/Bridge site, implement protocols for naloxone, initiate buprenorphine, and conduct warm handoff referrals • Collect and monitor data as part of LEMSA project • As needed, update protocols, resources, and/or training	$226,344	September2023
D5	**3rd Project Report to DHCS (07/01/23 - 09/30/23):** • Enter data into UCLA online portal for 3rd Reporting Period • Prepare and Submit to DHCS 3rd Project Report • Data collection and performance measures will include all requested information per the SOW	$375	October 2023
D6	• Continue to support LEMSAs to implement the four components of the EMS model: identify ORC/Bridge site, implement protocols for naloxone, initiate buprenorphine, and conduct warm handoff referrals • Collect and monitor data as part of LEMSA project • As needed, update protocols, resources, and/or training.	$226,344	December 2023
D7	**4th Project Report to DHCS (10/01/23 - 12/31/23):** • Enter data into UCLA online portal for 4th Reporting Period • Prepare and Submit to DHCS 4th Project Report • Data collection and performance measures will include all requested information per the SOW	$375	January 2024

ATTACHMENT 3

Special Terms and Conditions from Prime Contract

This Attachment incorporates by reference the provisions from the Prime Contract which apply to this Subrecipient Agreement. Please reference the applicable provisions in Exhibit D(F).

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement (Reference Exhibit H)
3. Procurement Rules
4. Equipment Ownership/Inventory/Disposition (Section 4g. Motor Vehicles does not apply to this Agreement)
5. Audit and Record Retention
6. Site Inspection
7. Federal Contract Funds
8. Intellectual Property Rights
9. Air or Water Pollution Requirements
10. Prior Approval of Training Seminars, Workshops or Conferences
11. Confidentiality of Information
12. Documents, Publication, and Written Reports
13. Debarment & Suspension Certification
14. Smoke-Free Workplace Certification
15. Officials Not to Benefit
16. Four-Digit Date Compliance
17. Prohibited use of State Funds for Software
18. Use of Small, Minority Owned & Women's Businesses
19. Suspension or Stop Work Notification
20. Public Communications
21. Compliance with Statutes & Regulations
22. Lobbying Restrictions & Disclosure Certification

ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

   a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least $1,000,000 per occurrence and at least $2,000,000 products/completed operations with a $2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than $25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of this Agreement.

   b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.

   c. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of $1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.

   d. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of $1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of $5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

e. **General Insurance Provisions.** Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center. Subcontractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment, receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties

shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

The Center

DocuSigned by:

By: Kaying Hang

4/28/2023

Subcontractor

DocuSigned by:

By: [illegible]

4/28/2023

ATTACHMENT 6

HIPPA Business Associate Addendum

Link to HIPPA Business Associate Addendum in the Prime Contract

https://quorumtech.files.com/share/view/3c76i-1dqplvj1/%2322-20411%20HIPPA%20Business%20Associate%20Addendum

ATTACHMENT 7

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
State Opioid Response Grant (SOR III)	93.788	H79TI085761	2022	Substance Abuse and Mental Health Services Administration	$1,508,000.00

Total Federal Funds in this contract: $1,508,000.00

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) SAM UEI Number is: NJH3YBU1VHB7

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable from each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

ATTACHMENT 8

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S.C., 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.

Inland County Emergency Medical Agency	Dawn Rowe
Name of Contractor	Printed Name of Person Signing for Contractor
05644-AR68472	
Contract Number	Signature of Person Signing for Contractor
3.26.24	Chair, Board of Directors
Date	Title