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Approved 3/25/2025
Board of Supervisors
DOC-2025-218

MAT SOR 4 SSP LOW BARRIER OPIOID TREATMENT
SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (the “Agreement”) is made and entered into as of **September 30, 2024** (the “Effective Date”) by and between Sierra Health Foundation: Center for Health Program Management (“The Center”) and County of Santa Cruz, a Government Entity (“Subrecipient”) for the MAT SOR 4 SSP Low Barrier Opioid Treatment Project (the “Project”).

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

1. SERVICES TO BE PERFORMED BY SUBRECIPIENT

1.01. Prime Contract. The Center and the California Department of Health Care Services (the “Funder”) entered into that certain Standard Agreement (#24-40154) dated September 30, 2024 (the “Prime Contract”), for the MAT SOR 4 SSP Low Barrier Opioid Treatment 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 Subrecipient, 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 Subrecipient is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subrecipient 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 4 Project](#). The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety.

Subrecipient 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 Subrecipient 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 Subrecipient, shall govern and control.

1.02. Status of Subrecipient. Subrecipient enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subrecipient agrees that Subrecipient 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. Subrecipient agrees that Subrecipient 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. Subrecipient 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 subcontractors of any tier.

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

1.04. Term. The term of the Agreement period will commence on **September 30, 2024**, and will continue thereafter until **September 29, 2027** (the “Expiration Date”) or earlier termination in accordance with the terms of this Agreement (the “Term”).

1.05. Employees. Subrecipient 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. Subrecipient is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subrecipient’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 Subrecipient for the Services rendered hereunder. Subrecipient 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. Subrecipient agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subrecipient’s failure to comply with this Section. Subrecipient further agrees that in the event and to the extent Subrecipient 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), Subrecipient will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.07. Compliance with Laws. Subrecipient, 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. Subrecipient 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, Subrecipient 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 Subrecipient shall comply with the following Federal laws:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended.
2. Age Discrimination Act of 1975 (45 CFR Part 90).
3. Section 1557 of the Affordable Care Act.
4. 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.
5. Section 504 of the Rehabilitation Act of 1973.
6. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
7. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
8. Byrd Anti-Lobbying Amendment (31 USC 1352).
 1. The Subrecipient 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 Subrecipient shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
9. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
 1. The Subrecipient 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 Subrecipient 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 Subrecipient advance written notice of such termination, allowing Subrecipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

1.10. Generative Artificial Intelligence (GenAI) Technology Use and Reporting.

- A. During the term of this Agreement, Subrecipient must notify the State in writing if their services or any work under this Agreement includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Subrecipient shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Subrecipient shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts

functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

- B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of this Agreement by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of this Agreement. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
- C. The State reserves the right to amend this Agreement, without additional cost, to incorporate GenAI Special Provisions into this Agreement at its sole discretion and/or terminate any agreement that presents an unacceptable level of risk to the State.

1.11. Record Retention/Audit. Subrecipient agrees to maintain and preserve records related to this Agreement for a period of six (6) years for all records related to Disabled Veteran Business Enterprise (DVBE) participation, if this Agreement involves DVBE participation, and three (3) years for all other records following (a) termination of this Agreement or (b) final payment to Subrecipient hereunder. Subrecipient 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.

Subrecipient agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subrecipient'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 Subrecipient hereunder and Subrecipient's compliance with this Section. Subrecipient 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 Subrecipient. Total payments by The Center to Subrecipient 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 \$786,375.00 ("Total Award Amount to Subrecipient").

2.02. Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subrecipient pursuant to the Budget/Deliverable Schedule set forth in the **Budget/Deliverable Attachment**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Award Amount to Subrecipient upon the later of (i) the execution of this Agreement or (ii) The Center's receipt of funding for the Project from the funding agency and after all insurance requirements in the **Insurance Requirements Attachment** are met. Unless otherwise required by the Prime Contract, invoices shall be submitted as deliverables are completed corresponding to the **Budget/Deliverable Attachment**. Subrecipient'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 Subrecipient 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 Subrecipient hereunder by check mailed to the Subrecipient at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subrecipient, 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 Subrecipient 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 Subrecipient 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 the **Budget/Deliverable Attachment**. 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 SUBRECIPIENT

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subrecipient 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 Subrecipient will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subrecipient 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 Subrecipient and its employees, agents, subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subrecipient represents, warrants, and covenants that Subrecipient 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. Subcontractors. Subrecipient 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 subcontracts of any tier, and (b) Subrecipient shall remain solely responsible for subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subrecipient 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 Subrecipient at any time and without advance notice to Subrecipient, including, without limitation, by progress and performance reports that Subrecipient shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of the requirements for payment pursuant to Section 2.02, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subrecipient 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 Subrecipient. Subrecipient 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. Subrecipient represents and warrants that the materials, if any, produced by Subrecipient 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, Subrecipient will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center. Equipment purchased by the Subrecipient with funds awarded under this Agreement shall remain the property of the Subrecipient and will not need to be returned.

4. INSURANCE/INDEMNITY

4.01. Insurance. Without limiting Subrecipient's duty of indemnification as set forth in Section 4.02 below, Subrecipient will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of the **Insurance Requirements Attachment**, 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, Subrecipient 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 Subrecipient of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subrecipient of the Services; or (c) any act or omission of any

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. Subrecipient's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subrecipient or Subrecipient's subcontractors of any tier. Subrecipient 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 Subrecipient 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. Subrecipient agrees that Subrecipient and its employees, agents, and 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient shall include the complete terms of this Article 5 in all 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 Subrecipient, terminate this Agreement for any reason or for no reason. The Center will incur no liability to Subrecipient by reason of termination pursuant to this Section 6.01; provided, however, that Subrecipient 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, Subrecipient 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 Subrecipient; 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 Subrecipient and without any liability to Subrecipient (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

- (a) Subrecipient Default. If Subrecipient 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 Subrecipient five (5) business days' notice of the default or breach and Subrecipient'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 Subrecipient under Section 2.02 within thirty (30) days following the date such payment is due, Subrecipient 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 Subrecipient, or deliverables provided by Subrecipient 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 Subrecipient'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, Subrecipient 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, Subrecipient will promptly return to The Center all Confidential Information in its possession.

7.03. Subrecipients. The terms of this Article 7 shall extend to and bind Subrecipient's employees, agents, subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subrecipient), Section 1.06 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subrecipient), 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. Subrecipient 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. Subrecipient shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subrecipient 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 Subrecipient personnel is removed pursuant to this provision, Subrecipient 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, Subrecipient shall comply with all wage and hour laws, rules, and regulations applicable to the Services. Upon request by The Center, Subrecipient shall provide all records and certifications to verify Subrecipient's compliance with this Section and applicable law.

8.11. Licenses, Registration, Representations and Certifications. At all times, Subrecipient 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, Subrecipient 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. Subrecipient 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 Subrecipient. Subrecipient will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subrecipient and Subrecipient employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subrecipient 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 Subrecipient's employees; emergency training required for Subrecipient'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 Subrecipient, as well as the NAICS national average rate for incidents in the code of Subrecipient, Subrecipient's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subrecipient and/or Subrecipient'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 the **Dispute Resolution Provisions Attachment**, 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 the **Dispute Resolution Provisions Attachment** 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: Scope of Services

Attachment: Budget/Deliverable Schedule

Attachment: Special Terms and Conditions from Prime Contract

Attachment: Insurance Requirements

Attachment: Dispute Resolution Provisions

Attachment: HIPAA Business Associate Addendum

Attachment: Schedule of Federal Funds

Attachment: Certification Regarding Lobbying (Exhibit D from Prime Contract)

(Signature page follows)

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

The Center:

BY : _____
Kaying Hang
President

DATE: _____

The Center

Program Contact:

Amy Lawrence
Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Subrecipient:

BY: _____
Authorized Signer

DATE: _____

Subrecipient Name and Address:

County of Santa Cruz
Monica Morales
Director of Health Services Agency
1060 Emeline Avenue
Santa Cruz, CA 95060

Subrecipient Contact Information:

monica.morales@santacruzcountyca.gov
831-454-4000

Subrecipient Tax ID:

94-6000534

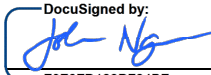
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XSL1Z6T7LKB5

Contract Number:

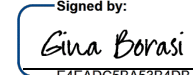
CA24MAT22682

Approved as to Form:

DocuSigned by:

60F6FD189D784BF
Office of the County Counsel Date

2/26/2025

Approved as to Insurances:

Signed by:

E4EADC5BA53B4DB...
Risk Management Date

2/26/2025

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

The Center:

BY :  Kaying Hang
Kaying Hang
President

DATE: 4/7/2025

The Center

Program Contact:

Amy Lawrence
Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Subrecipient:

BY:  Monica Morales
Authorized Signer

DATE: 4/3/2025

Subrecipient Name and Address:

County of Santa Cruz
Monica Morales
Director of Health Services Agency
1060 Emeline Avenue
Santa Cruz, CA 95060

Subrecipient Contact Information:

monica.morales@santacruzcountyca.gov
831-454-4000

Subrecipient Tax ID:

94-6000534

Subrecipient SAM.gov UEI:

XSL1Z6T7LKB5

Contract Number:

CA24MAT22682

ATTACHMENT

SCOPE OF SERVICES

Each contract agreement will include the scope of services as outlined below.

Low-Barrier Opioid Treatment at Syringe Service Programs Project Purpose: To support low-barrier access to treatment of opioid use disorder through Syringe Service Programs.

Restart Activities

- Complete Staffing: Ensure all necessary personnel are in place to support the program.
- Roll Out MOUD Services: Initiate the provision of Medication for Opioid Use Disorder (MOUD) services after the funding pause.
- Fulfill Pre-award Requirements: Complete all pre-award risk assessments and compliance documentation.

Implementation of MOUD Activities

- Implement MOUD Activities: Actively provide MOUD services to individuals with opioid use disorder.
- Adapt Activities as Needed: Pivot and adjust services to meet Government Performance and Results Act (GPRA) and reporting requirements.
- Monitor and Evaluate Performance: Collect and analyze data to ensure that the program is meeting its performance metrics.
- Engage Stakeholders: Maintain communication with stakeholders to ensure alignment with program goals and requirements.

Focus on Sustainability and Closeout

- Ensure Service Sustainability: Develop strategies to maintain and sustain MOUD services beyond the contract period.
- Conduct Program Evaluation: Assess the overall effectiveness and impact of the program.
- Complete Final Reporting: Prepare and submit all required final narrative and data reports to stakeholders.
- Closeout Contract: Fulfill all administrative requirements to formally close out the contract, including financial reconciliations and final audits.

Required	Task	Deliverable	Timeframe
✓	Complete subrecipient grant requirements	Contract execution and compliance requirements <ul style="list-style-type: none">• Pre-award Risk Assessment• Certificate of Insurance (must remain current throughout the contract)• Sam.gov Active Registration (must maintain active registration throughout the contract)• ACH Set-up and activation for all contract payments• Executed Contract• Participation in The Center’s Onboarding Webinar• Participation in GPRA onboarding webinar	December 2024

		<ul style="list-style-type: none"> • Participation in GPRA Technical Assistance (to be scheduled by Aurrera Health Group) 	
✓	Submission of required reports	<ul style="list-style-type: none"> • GPRA Reporting through Aurrera portal <ul style="list-style-type: none"> ○ Complete patient GPRA interviews and meet proposed percentages of completion of thirty-three percent (33%) for all SOR-eligible intake patients, and twenty-five percent (25%) for other relevant GPRA interviews (six [6]-month follow-up and discharge, whose MAT care, includes MOUD and/or direct patient care by a staff member receiving some wages from SOR IV and/or specified State GPRA requirements as determined by Aurrera Health Group) • Quarterly UCLA Data Report through UCLA portal • Year 1 Six Month Narrative Reports (2 reports) submitted to The Center • Year 1 check-in with The Center (virtual or in-person) • Year 2 Six Month Narrative Reports (2 reports) submitted to The Center • Year 2 check-in with The Center (virtual or in-person) • Year 3 Six Month Reports (2 reports) submitted to The Center • Year 3 check in with The Center (virtual or in-person) • Cumulative Final Narrative Report 	See schedule below
✓	Increase treatment services and partnerships for opioid use disorder as indicated in the application.	Quantitative data on number of individuals served (shared through data and narrative reports)	September 30, 2024 – September 29, 2027

Year 1

Report	Report Period	Due Date
Monthly GPRA Report	October 2024	11/15/2024
Monthly GPRA Report	November 2024	12/15/2024
Monthly GPRA Report	December 2024	01/15/2025
UCLA Quarterly Data Report	09/30/2024-12/31/2024	01/30/2025
Monthly GPRA Report	January 2025	02/15/2025
Monthly GPRA Report	February 2025	03/15/2025
Monthly GPRA Report	March 2025	04/15/2025
UCLA Quarterly Data Report	01/01/2025-03/31/2025	04/15/2025
Year 1 6-month Narrative Report	09/30/2024-03/31/2025	04/30/2025
Monthly GPRA Report	April 2025	05/15/2025
Monthly GPRA Report	May 2025	06/15/2025
Monthly GPRA Report	June 2025	07/15/2025
UCLA Quarterly Data Report	04/01/2025-06/30/2025	07/15/2025
Monthly GPRA Report	July 2025	08/15/2025
Monthly GPRA Report	August 2025	09/15/2025
Monthly GPRA Report	September 2025	10/15/2025
UCLA Quarterly Data Report	07/01/2025-09/29/2025	10/15/2025
Year 1 6-month Narrative Report	04/01/2025-09/29/2025)	10/31/2025
Annual Check-in with The Center	Virtual or in-person visit with The Center team, TBD	10/31/2025

Year 2

Report	Report Period	Due Date
Monthly GPRA Report	October 2025	11/15/2025
Monthly GPRA Report	November 2025	12/15/2025
Monthly GPRA Report	December 2025	01/15/2026
UCLA Quarterly Data Report	09/30/2025-12/31/2025	01/15/2026
Monthly GPRA Report	January 2026	02/15/2026
Monthly GPRA Report	February 2026	03/15/2026
Monthly GPRA Report	March 2026	04/15/2026
UCLA Quarterly Data Report	01/01/2026-03/31/2026	04/15/2026
Year 2 6-month Narrative Report	09/30/2025-03/31/2026	04/30/2026
Monthly GPRA Report	April 2026	05/15/2026
Monthly GPRA Report	May 2026	06/15/2026
Monthly GPRA Report	June 2026	07/15/2026
UCLA Quarterly Data Report	04/01/2026-06/30/2026	07/15/2026
Monthly GPRA Report	July 2026	08/15/2026
Monthly GPRA Report	August 2026	09/15/2026
Monthly GPRA Report	September 2026	10/15/2026
UCLA Quarterly Data Report	07/01/2026-09/29/2026	10/15/2026
Year 2 6-month Narrative Report	04/01/2026-09/29/2026)	10/31/2026
Annual Check-in with The Center	Virtual or in-person visit with The Center team, TBD	10/31/2026

Year 3

Report	Report Period	Due Date
Monthly GPRA Report	October 2026	11/15/2026
Monthly GPRA Report	November 2026	12/15/2026
Monthly GPRA Report	December 2026	01/15/2027
UCLA Quarterly Data Report	09/30/2026-12/31/2026	01/15/2027
Monthly GPRA Report	January 2027	02/15/2027
Monthly GPRA Report	February 2027	03/15/2027
Monthly GPRA Report	March 2027	04/15/2027
UCLA Quarterly Data Report	01/01/2027-03/31/2027	04/15/2027
Year 3 6-month Narrative Report	09/30/2026-03/31/2027	04/30/2027
Monthly GPRA Report	April 2027	05/15/2027
Monthly GPRA Report	May 2027	06/15/2027
Monthly GPRA Report	June 2027	07/15/2027
UCLA Quarterly Data Report	04/01/2027-06/30/2027	07/15/2027
Monthly GPRA Report	July 2027	08/15/2027
Monthly GPRA Report	August 2027	09/15/2027
Monthly GPRA Report	September 2027	09/29/2027
UCLA Quarterly Data Report	07/01/2027-09/29/2027	09/15/2027
Year 3 6-month Narrative Report	04/01/2027-09/29/2027	09/29/2027
Annual Check-in with The Center	Virtual or in-person visit with The Center team, TBD	09/29/2027
Cumulative Final Narrative Report	09/30/2024-09/29/2027	09/29/2027

ATTACHMENT

BUDGET/DELIVERABLE SCHEDULE

Year 1 (09/30/2024- 09/29/2025)

Organization: County of Santa Cruz County of Santa Cruz Safe Use and Overdose Prevention Program

Deliverable	Deliverable Description	Amount	Delivery
D1	Contract Execution and Compliance Components <ul style="list-style-type: none"> Execution of contract agreement as well as completion of all required compliance components: <ul style="list-style-type: none"> Pre-award Risk Assessment Certificate of Insurance Sam.gov Active Registration Executed Contract Participation in The Center's Onboarding Webinar Participation in GPRA Reporting Webinar 	\$26,212.50	October 2024
D2	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 11/15/2024 	\$14,416.88	November 2024
D3	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 12/15/2024 	\$14,416.88	December 2024
D4	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 01/15/2025 	\$14,416.88	January 2025
D5	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (09/30/2024-12/31/2024) 	\$13,106.25	January 2025
D6	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street 	\$14,416.88	February 2025

	<p>medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all.</p> <ul style="list-style-type: none"> Complete and submit GPRA data through Aurrera portal by 02/15/2025 		
D7	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 03/15/2025 	\$14,416.88	March 2025
D8	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 04/15/2025 	\$14,416.88	April 2025
D9	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (01/01/2025-03/31/2025) Prepare Year 1 6-month narrative report and submit to The Center (09/30/2024-03/31/2025) 	\$18,348.75	April 2025
D10	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 05/15/2025 	\$14,416.88	May 2025
D11	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 06/15/2025 	\$14,416.88	June 2025

D12	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 07/15/2025 	\$14,416.88	July 2025
D13	<ul style="list-style-type: none"> • Prepare and submit Quarterly Data Report to UCLA (04/01/2025-06/30/2025) 	\$13,106.25	July 2025
D14	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 08/15/2025 	\$14,416.88	August 2025
D15	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 09/15/2025 	\$14,416.88	September 2025
D16	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 10/15/2025 	\$14,416.88	October 2025
D17	<ul style="list-style-type: none"> • Prepare and Quarterly Data Report to UCLA (07/01/2024-09/29/2025) • Prepare Year 1 6-month narrative report and submit to The Center • Virtual check-in with The Center OR in-person visit by The Center staff (TBD with The Center) 	\$18,348.75	October 2025
Total Year 1		\$262,125.00	

Attachment: Budget/Deliverable Schedule
Year 2 (09/30/2025- 09/29/2026)

Deliverable	Deliverable Description	Amount	Delivery
D18	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 11/15/2025 	\$16,601.25	November 2025
D19	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 12/15/2025 	\$16,601.25	December 2025
D20	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 01/15/2026 	\$16,601.25	January 2026
D21	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (09/30/2025-12/31/2025) 	\$13,106.25	January 2026
D22	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 02/15/2026 	\$16,601.25	February 2026
D23	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral 	\$16,601.25	March 2026

	<p>processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all.</p> <ul style="list-style-type: none"> Complete and submit GPRA data through Aurrera portal by 03/15/2026 		
D24	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 04/15/2026 	\$16,601.25	April 2026
D25	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (01/01/2026-03/31/2026) Prepare Year 2 6-month Narrative Report to The Center (09/30/2025-03/31/2026) 	\$18,348.75	April 2026
D26	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 05/15/2026 	\$16,601.25	May 2026
D27	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 06/15/2026 	\$16,601.25	June 2026
D28	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 07/15/2026 	\$16,601.25	July 2026
D29	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (04/01/2026-06/30/2026) 	\$13,106.25	July 2026

D30	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 08/15/2026 	\$16,601.25	August 2026
D31	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 09/15/2026 	\$16,601.25	September 2026
D32	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 10/15/2026 	\$16,601.25	October 2026
D33	<ul style="list-style-type: none"> • Prepare and submit Quarterly Data Report to UCLA (07/01/2026-09/29/2026) • Complete Year 2 6-Month Narrative Report and submit to The Center (04/01/2026-09/29/2026) • Virtual check-in with The Center OR in-person visit by The Center staff (TBD with The Center) 	\$18,348.75	October 2026
Total Year 2		\$262,125.00	

Attachment: Budget/Deliverable Schedule
Year 3 (09/30/2026- 09/29/2027)

Deliverable	Deliverable Description	Amount	Delivery
D34	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 11/15/2026 	\$14,416.88	November 2026
D35	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 12/15/2026 	\$14,416.88	December 2026
D36	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 01/15/2027 	\$14,416.88	January 2027
D37	<ul style="list-style-type: none"> • Prepare and submit Quarterly Data Report to UCLA (09/30/2026-12/31/2026) 	\$13,106.25	January 2027
D38	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 02/15/2027 	\$14,416.88	February 2027
D39	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral 	\$14,416.88	March 2027

	<p>processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all.</p> <ul style="list-style-type: none"> Complete and submit GPRA data through Aurrera portal 03/15/2027 		
D40	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 04/15/2027 	\$14,416.88	April 2027
D41	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (01/01/2027-03/31/2027) Prepare Year 3 6-month Narrative Report to The Center (09/30/2026-03/31/2027) 	\$18,348.75	April 2027
D42	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 05/15/2027 	\$14,416.88	May 2027
D43	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 06/15/2027 	\$14,416.88	June 2027
D44	<ul style="list-style-type: none"> Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. Complete and submit GPRA data through Aurrera portal by 07/15/2027 	\$14,416.88	July 2027
D45	<ul style="list-style-type: none"> Prepare and submit Quarterly Data Report to UCLA (04/01/2027-06/30/2027) 	\$13,106.25	July 2027

D46	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 08/15/2027 	\$14,416.88	August 2027
D47	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal by 09/15/2027 	\$14,416.88	September 2027
D48	<ul style="list-style-type: none"> • Provide low-barrier access to treatment and recovery of opioid use disorder through Syringe Service Programs; approximately 3 participants served a month through treatment and referral • Refine the hybrid service model, which includes exchange shifts at fixed sites and mobile shifts in both locations. Provide street medicine services, including MAT treatment. Enhance the referral processes and service coordination. Improve the exchange database to maintain participant anonymity while ensuring that treatment services are offered to all. • Complete and submit GPRA data through Aurrera portal 	\$14,416.88	September 2027
D49	<ul style="list-style-type: none"> • Prepare and submit Quarterly Data Report to UCLA (07/01/2027-09/29/2027) • Prepare Year 3 6-month Narrative Report to The Center (04/01/2027-09/29/2027) • Virtual check-in with The Center OR in-person visit by The Center staff (TBD with The Center) 	\$18,348.75	September 2027
D50	<ul style="list-style-type: none"> • Prepare and submit Cumulative Final Narrative Report to The Center (07/01/2024-09/29/2027) 	\$26,212.50	September 2027
Total Year 3		\$262,125.00	
TOTAL CONTRACT		\$786,375.00	

ATTACHMENT
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.

- #1. Federal Equal Employment Opportunity Requirements
- #2. Travel and Per Diem Reimbursement
- #3. Procurement Rules
- #4. Equipment Ownership/Inventory/Disposition (Section 4g. Motor Vehicles does not apply to this Agreement)
- #7. Audit and Record Retention
- #8. Site Inspection
- #9. Federal Contract Funds
- #11. Intellectual Property Rights
- #12. Air or Water Pollution Requirements
- #13. Prior Approval of Training Seminars, Workshops or Conferences
- #14. Confidentiality of Information
- #15. Documents, Publication, and Written Reports
- #17. Subrecipient Compliance
- #19. Debarment & Suspension Certification
- #20. Smoke-Free Workplace Certification
- #21. Drug Free Workplace Act of 1988
- #26. Officials Not to Benefit
- #27. Prohibited use of State Funds for Software
- #28. Use of Disabled Veteran's Business Enterprises (DVBE)
- #29. Use of Small, Minority Owned & Women's Businesses
- #30. Use of Small Business Subcontractors
- #34. Suspension or Stop Work Notification
- #35. Public Communications
- #37. Compliance with Statutes & Regulations
- #38. Lobbying Restrictions & Disclosure Certification

ATTACHMENT

INSURANCE REQUIREMENTS

1. **INSURANCE.** Subrecipient shall, at Subrecipient'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.** Subrecipient 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. Subrecipient shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subrecipient'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 Subrecipient's services or other activities associated with this Agreement, including, without limitation, Subrecipient'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. **Automobile Insurance.** Subrecipient 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 Subrecipient 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. Subrecipient 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. Subrecipient 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.

- d. Workers Compensation Insurance.** Subrecipient 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). Subrecipient must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
- e. General Insurance Provisions.** Subrecipient 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 Subrecipient 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 Subrecipient has delivered evidence of same to The Center. Subrecipient 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. Subrecipient'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 Subrecipient 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 Subrecipient to purchase and/or maintain any required insurance shall not relieve Subrecipient from any liability or indemnification under the Agreement.

ATTACHMENT

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 Subrecipient 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 **Dispute Resolution Provisions Attachment** 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 **Dispute Resolution Provisions Attachment**.

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 **Dispute Resolution Provisions Attachment**, 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 Subrecipient, 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 Subrecipient 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 Subrecipient 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 **DISPUTE RESOLUTION PROVISIONS ATTACHMENT** 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

Subrecipient

By: _____

By: _____

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 Subrecipient 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 **DISPUTE RESOLUTION PROVISIONS ATTACHMENT** 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

By:  KH

Subrecipient

By:  MM

ATTACHMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

[Link to HIPAA Business Associate Addendum in the Prime Contract](#)

ATTACHMENT
SCHEDULE OF FEDERAL FUNDS

There are Federal funds in this contract. Federal funding details for this contract are as follows:

Assistance Listing Program Title	Assistance Listing No.	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
State Opioid Response Grant (SOR IV)	93.788	H79TI087926	2024	Substance Abuse and Mental Health Services Administration	\$786,375.00

Total Federal Funds in this Agreement: \$786,375.00

Were funds awarded for research and development activities? No

Subrecipient’s SAM UEI Number is: XSL1Z6T7LKB5

Subrecipient 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 Subrecipient so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

ATTACHMENT

CERTIFICATION REGARDING LOBBYING (EXHIBIT D FROM PRIME CONTRACT)

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.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment, **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the Subrecipient must complete and sign the form to disclose lobbying activities pursuant to Section 1352, Title 31, U.S.C. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Name of Subrecipient

Printed Name of Person Signing for Subrecipient

Contract Number

Signature of Person Signing for Subrecipient

Date

Title



Certificate Of Completion

Envelope Id: 87C5CE2D-F831-49DD-ADF6-54E3863C4D7C		Status: Completed
Subject: Contract 25R0383 (25-1253) 3/25/2025 BOS		
Source Envelope:		
Document Pages: 33	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	HSA Admin Processing
AutoNav: Enabled		701 Ocean Street
Envelopeld Stamping: Enabled		Santa Cruz, CA 95060
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		hsa.adminprocessing@santacruzcountycalifornia.gov
		IP Address: 63.194.190.170


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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

Signer Events	Signature	Timestamp
John Nguyen John.Nguyen@santacruzcountycalifornia.gov Lead Assistant County County Counsel Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  F0F6FD189D784BF...</div> Signature Adoption: Uploaded Signature Image Using IP Address: 76.126.28.101	Sent: 2/25/2025 5:50:09 PM Viewed: 2/26/2025 6:49:41 AM Signed: 2/26/2025 7:44:40 AM

Electronic Record and Signature Disclosure:

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Gina Borasi GINA.BORASI@SANTACRUZCOUNTYCA.GOV Risk Manager County of Santa Cruz Security Level: Email, Account Authentication (None)	<div>Signed by:  E4EADC58A53B4DB...</div> Signature Adoption: Pre-selected Style Using IP Address: 24.6.202.106	Sent: 2/26/2025 7:44:41 AM Viewed: 2/26/2025 3:39:14 PM Signed: 2/26/2025 4:01:34 PM
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Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Elvira Limones Elvira.Limones@santacruzcountyca.gov Program Coordinator County of Santa Cruz Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/27/2024 12:47:48 PM ID: 237d3ecf-48ad-447e-9cf7-4df598acce34	COPIED	Sent: 2/26/2025 4:01:35 PM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/25/2025 5:50:09 PM
Certified Delivered	Security Checked	2/26/2025 3:39:14 PM
Signing Complete	Security Checked	2/26/2025 4:01:34 PM
Completed	Security Checked	2/26/2025 4:01:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Subject: Contract 25R0383 (25-1253) 3/25/2025 BOS

Source Envelope:

Document Pages: 37

Signatures: 0

Envelope Originator:

Certificate Pages: 5

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HSA Admin Processing

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701 Ocean Street

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Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US &

hsa.adminprocessing@santacruzcountyca.gov

Canada)

IP Address: 73.158.132.136

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4/9/2025 6:38:03 PM

hsa.adminprocessing@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

CBD eSignature

Signed

Sent: 4/9/2025 7:07:18 PM

cbd.esignature@santacruzcountyca.gov



Viewed: 4/10/2025 9:42:10 AM

County of Santa Cruz

Signed: 4/11/2025 10:36:35 AM

Security Level: Email, Account Authentication (None)

Freeform Signing

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 6/20/2024 3:08:48 PM

ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

HSA ADMIN

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HSA.AdminProcessing@santacruzcountyCA.GOV

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 4/24/2024 2:34:11 PM

ID: 00c89360-1e1f-479f-918e-15cefaa8da5a

Elvira Limones

COPIED

Sent: 4/11/2025 10:36:39 AM

Elvira.Limones@santacruzcountyca.gov

Program Coordinator

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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HSA PH Admin HSAPHAdmin@santacruzcountyca.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 4/11/2025 10:36:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2025 7:07:18 PM
Certified Delivered	Security Checked	4/10/2025 9:42:10 AM
Signing Complete	Security Checked	4/11/2025 10:36:35 AM
Completed	Security Checked	4/11/2025 10:36:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.