

OPIOID SETTLEMENT FUND PROGRAM GRANT AWARD AGREEMENT

This Agreement (hereinafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "County") and Fighting Back Santa Maria Valley with an address at 201 S. Miller Street, Suite 209, Santa Maria, CA 93454 (hereinafter "Grantee") wherein Grantee agrees to provide and County agrees to accept the services specified herein.

RECITALS

WHEREAS, over the course of two years, the Grantee will implement strategies from the Center for Substance Abuse Prevention (CSAP) to address opioid misuse in the Santa Maria Valley ("Project").

WHEREAS, the County has received funding from the national opioid litigation settlements ("Opioid Litigation") with some payments scheduled to continue until 2040 ("Settlement Payments"). The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services;

WHEREAS, the County developed and adopted a Plan of Implementation (the "Plan") that prescribes how it will allocate the Opioids Settlement Funds ("Funds") for services performed by entities who will receive funding;

WHEREAS, on June 18, 2024, the County Board of Supervisors delegated the Santa Barbara County Health Department ("CHD"), in coordination with the County Executive Office, as the lead department in managing receipt and distribution of the Opioids;

WHEREAS, the CHD carried out a competitive project selection process to identify and select projects for Program funding within Santa Barbara County;

WHEREAS, through the CHD project selection process, Grantee was awarded Program grant funds in the amount of \$100,000 to initiate a youth-led media campaign to educate and raise awareness in the broader community about opioids, engage junior high and high school students through the Stanford Medicine REACH Lab's curriculum on "Fentanyl and Opioid Awareness and Overdose Prevention", and host an annual training for pediatricians in Santa Barbara County, focusing on assessing and screening for substance use and connecting youth with available community resources, and medically assisted treatment options ("Project");

WHEREAS, the Parties agree to collaborate to facilitate the grant award with the CHD serving as administrator of the Funds and the Grantee being responsible for delivering the awarded project consistent with grant requirements as set forth in the competitive bid application process and this Agreement;

WHEREAS, Grantee represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Grantee pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the CHD has determined the Project is consistent with the abatement strategies set forth in the Opioid Litigation settlement;

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the award amount, and any costs of the Project, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Grantee;

WHEREAS, the County and CHD will not incur any costs or liabilities beyond the administrative duties of submitting invoices, processing invoices, coordinating grant progress reporting, and disbursing payments as part of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Recitals

The above Recitals are true and correct and incorporated herein.

2. Duties of Parties

The Parties agree to be responsive to requests for related information or data, and attend all meetings related to the administration of the Project in person or via conference call, after reasonable notice.

3. Duties of Grantee

- A. Use of Funds. Grantee shall use the awarded funds in accordance with the approved Statement of Work attached hereto as Exhibit A and the Opioid Settlement Funds attached hereto as Exhibit A-1, both of which are incorporated herein by this reference.
- B. Procurement. Grantee shall abide by all State and Federal contracting standards related to the use of the grant money. Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Project in accordance with GAAP. Grantee shall require the same of its subgrantee(s).
- C. Non-Assignment. Grantee shall not assign, transfer, or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract, or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- D. Invoicing. The Grantee agrees to submit quarterly invoices to the CHD for reimbursement. The Grantee shall require invoices from subgrantee(s) and process subgrantee payments in a timely manner.
- E. Invoice Supporting Documentation. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be

paid. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subgrantee invoices, timecards, reports, or any other documentation as deemed necessary by the CHD to support the reimbursement to Grantee for expenditures incurred.

- F. Reporting. The Grantee agrees to prepare quarterly reports detailing progress on the Project as required for submittal to the CHD in the administration of the Project grant. The report must demonstrate a clear and significant nexus to Funds Project goals and objectives including but not limited to Project delivery progress in accordance with the Scope of Work. Any lack of action or action inconsistent with Project requirements may result in review and could be subject to repayment of funds.

Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the CHD.

4. Duties of the CHD

- A. The CHD agrees to function as the Project administrator for projects within Santa Barbara County and serve as a funding pass through for the Project. If reimbursement funds are received by the CHD from County, then CHD agrees to pass through funds to the Grantee to reimburse the Grantee's expenses.
- B. The CHD agrees to process invoices from the Grantee for work completed, align with the required progress reports supplied by the Grantee, and provide payment to the Grantee for eligible expenses.
- C. The CHD agrees to administer the Project within Santa Barbara County, including coordination with County and Grantee, through the conclusion of this Agreement.

5. General Provisions

- A. All obligations of the Parties hereto under this Agreement are subject to the appropriation of resources by County.
- B. Nothing in this Agreement shall be construed as empowering any Party hereto to exercise any function properly residing with any other party hereto.
- C. Indemnification and Insurance. Grantee agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.
- D. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- E. Successors and Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

- F. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered via email, to the addresses listed below, or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

To Grantee: Attention: Edwin Weaver
Fighting Back Santa Maria Valley
201 S. Miller Street, Suite 209
Santa Maria, CA 93454
Email: edwin@fbsmv.com
Phone: 805-346-1774

To CHD: Attention: Gus Mejia
Santa Barbara County Health Department
300 N. San Antonio Road
Santa Barbara CA 93110
Email: gmejia@sbcphd.org
Phone: (805) 681-5177

- G. Violations. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10. At any time, County finds the Grantee included false information in the advance or final application or as part of the application review, County may require the repayment of funds.
- H. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. No Waiver of Default. No delay or omission of either Party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to either Party shall be exercised from time to time and as often as may be deemed expedient.
- J. Compliance with Law. Each Party shall, at its sole cost and expense, comply with all Santa Barbara County Ordinances, and, State and Federal laws, statutes, regulations, and rules now in force or which may hereafter be in force with regard to this Agreement. Each Party agrees to comply with Funds guidelines, as applicable. Grantee shall include this clause in any subcontracts. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether CHD or County is a party

thereto or not, that Grantee has violated any such ordinance or statute, shall be conclusive of that fact as between Grantee and CHD.

- K. Survival. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
- L. Precedence. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
- M. Immaterial Amendments. The Parties agree that immaterial changes to the Agreement such as updating the Notices contact information, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total Agreement amount may be authorized by the CHD's Director, or designee, in writing, and in accordance with Section 10.
- N. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

6. Scope of Services

Grantee agrees to provide services to CHD in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

7. Compensation of Grantee

In full consideration for Grantee's services, Grantee shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by CHD and which is delivered to the address given in the Notices section above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

8. Term and Termination

- A. This Agreement shall become effective when fully executed by County and shall continue in full force and effect until completion of the Project, but not later than August 31, 2027.
- B. Termination.
 - 1. By County. County may, by written notice to Grantee, terminate this Agreement in whole or in part at any time, whether for County's convenience, for non-appropriation of funds, or because of the failure of Grantee to fulfill the obligations herein.
 - a. For Convenience. County may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, Grantee shall, as directed by County, wind down and cease the performance of services as quickly and efficiently

as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

- b. For Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Grantee of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term of the Agreement.
 - c. For Cause. Should Grantee default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part immediately upon written notice to Grantee. Upon receipt of notice, Grantee shall immediately discontinue all services affected (unless such notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date such notice is received by Grantee, unless such notice directs otherwise.
2. By Grantee. Should County fail to pay Grantee all or any part of the payment set forth in Exhibit B, Grantee may, at Grantee's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
 3. Upon termination, Grantee shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Grantee in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Grantee to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Grantee for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder, less payments, if any, previously made. In no event shall Grantee be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Grantee shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Grantee. In the event of a dispute as to the reasonable value of the services rendered by Grantee, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

C. The Project requires awarded funds be expended no later than August 31, 2027.

9. California Law and Venue

Federal law and the laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district nearest Santa Barbara County, if in federal court.

10. Entire Agreement and Amendments

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

11. Monitoring

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statement of Work. These books, records, documents and other evidence shall be available for audit and inspection by County or both at any point during the term of the Agreement and subject to any amendments to this Agreement.
- B. County may request additional information from Grantee, as needed, to demonstrate statutory compliance, satisfaction of Project requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements. County may monitor expenditures and activities of the Grantee, as County deems necessary, to ensure compliance with statutory or Project requirements.

12. Records, Audit, and Review

Grantee shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Grantee's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Grantee's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Grantee shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Grantee shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Grantee shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

13. Nondiscrimination

Each Party hereby agrees that Santa Barbara County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and each Party agrees to comply with said ordinance.

Grantee shall include this Nondiscrimination clause and its subsections in any subcontracts.

14. Ownership of Documents and Intellectual Property

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Grantee shall not release any of such items to other parties except after prior written approval of County.

Unless otherwise specified in Exhibit A, Grantee hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Grantee pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Grantee agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Grantee warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Grantee at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Grantee hereunder infringe upon intellectual or other proprietary rights of a third party, and Grantee shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

15. Debarment and Suspension Clause.

Grantee certifies to CHD that none of Grantee employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Grantee shall not contract with any subcontractor that is so debarred or suspended.

16. Taxes.

Grantee shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on

Grantee's behalf, and should County be required to do so by state, federal, or local taxing agencies, Grantee agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

17. Conflict of Interest.

Grantee covenants that Grantee presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Grantee. Grantee must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Grantee if County determines it to be immaterial, and such waiver is only effective if provided by County to Grantee in writing.

18. No Publicity or Endorsement.

Grantee shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Grantee shall not use County's name or logo in any manner that would give the appearance that County is endorsing Grantee. Grantee shall not in any way contract on behalf of or in the name of County. Grantee shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding County or its projects, without the prior written consent of COUNTY in each instance.

19. County Property and Information.

All of County's property, documents, and information provided for Grantee's use in connection with the services shall remain County's property, and Grantee shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Grantee may use such items only in connection with providing the services. Grantee shall not disseminate any County property, documents, or information without County's prior written consent.

20. Authority.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantee hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Grantee is obligated, which breach would have a material effect hereon.

SIGNATURE PAGE FOLLOWS

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fighting Back Santa Maria Valley**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

APPROVED BY:

Mouhanad Hammami, Director
Public Health Department

Grantee:

Fighting Back Santa Maria Valley

By: _____
Department Head

By: _____
Authorized Representative

Name: Edwin Weaver

Title: Executive Director

EXHIBIT A

STATEMENT OF WORK

- 1. Project Name:** Empowerment Through Knowledge
- 2. Project Purpose:** The proposed activities are designed to address the significant challenges faced by the local youth in Santa Maria, particularly in relation to substance use and addiction, and are hypothesized to lead to desired outcomes through a combination of education, community engagement, and targeted interventions. The underlying theory of change for this project is that by addressing the knowledge gaps among healthcare providers, empowering youth voices, and providing targeted education to students, we can create a more informed and resilient community.
- 3. Services to be Provided:** By the end of the first year of funding, Fighting Back Santa Maria Valley will:
 - A. Host annual trainings for pediatricians and family physicians each year in Santa Barbara County, focusing on recognizing addiction onset during adolescence, assessing and screening for substance use, the significance of screening, available community resources, and medically assisted treatment options.
 - B. Host educational presentations in high schools and junior high schools using Stanford Medicine REACH Labs "Fentanyl and Opioid Awareness and Overdose Prevention curriculum.
 - C. Disseminate a media campaign composed of video, audio, and social media posts developed by youth to address opioid misuse. These media messages will be disseminated on TV, Radio, and Social Media (Tiktok, Instagram, and Snapchat). Media campaigns will be provided in English, Spanish, Mixteco (audio).
- 4. Type of Opioid Settlement Activity:**
 - A. High Impact Abatement Activities - Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD; Interventions to prevent drug addiction in vulnerable youth.
 - B. Core Strategies (Schedule A) - Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses; Prevention Programs.
 - C. Approved Uses (Schedule B) - Connect People Who Need Help to the Help They Need (Connections to Care); Prevent Misuse of Opioids.
- 5. Performance Outcomes to be achieved during the agreement period:**
 - A. Annual Provider Trainings: Host two trainings serving 25-30 pediatricians and family physicians each year in Santa Barbara County.
 - B. Educational Presentations: Host 7 presentations in high school and junior high schools serving at least 2,5000 students.
 - C. Media Campaign: Disseminate 1 campaign across TV, radio and social media in English, Spanish and Mixteco.

6. Specific qualitative and quantitative evaluation methods that will be used to collect, analyze, and measure outputs and outcomes:

Targeted Outcomes	Measures	Total
Annual Provider Trainings	Number of providers participating	At least 25 providers per training
	Participant self-reported knowledge and learning via post-event surveys	80% of participants indicate increased ability to serve at-risk youth and provide appropriate referrals
Educational Presentations	Number of trainings and youth served as documented in attendance logs	• Deliver 7 trainings • Reach at least 2500 youth
	Participants self-reported knowledge of potential harms of opioids via Stanford Medicine Post-event Surveys	70% of students will indicate potential harms from opioid use
Media Campaign	Delivery of youth multimedia campaign in English, Spanish and Mixteco	Copies of media assets
	Views and Impression	Reach 21,500 individual participants with media campaign

Performance Outcomes must be reported quarterly to the CHD based on standard format requested by the CHD.

7. Duties of Grantee. Grantee shall do the following:

- A. Identify and designate staff to coordinate and work with CHD staff to implement the Project goals and required billing and reporting.
- B. Track and report outcomes and other evaluation metrics related to activities funded by the Opioid Funds as set forth herein and in accordance with Exhibit A-1 attached hereto and incorporated herein by reference.
- C. Abide by proper Record Keeping requirements as defined in Exhibit A-1:
 - i. Grantee shall certify that all Opioid Funds expended by Grantee have been used in compliance with the National Opioid Settlement Agreements for the Allowable Expenditures and High Abatement Activities indicated above. Grantee shall attest to this on each invoice submitted, which must be signed

by someone with authority to legally bind the grantee, or their designee as stated in Exhibit A-1. Attachment of Exhibit A-1 is required in grantee contracts.

- ii. Grantee shall provide documentation to the CHD [with each invoice no more than quarterly] including, but not limited to:
 - 1. Documents with an account of actual expenditures incurred by Project/activity including general ledger report (as applicable if multiple Projects).
 - 2. Including an accounting of amounts paid to grantee reallocated to work performed including invoices received from Grantees, if applicable.
 - 3. Failure to submit timely reports may result in a meet and confer with DHCS, the County, an audit, or legal action.
- iii. Claw Back Language: To ensure accountability, safeguarding of assets, and financial integrity, in the event of failure to meet reporting requirements or improper use of funds, a claw back provision requiring the reimbursement of funds to the Opioid Settlements funds will be enforced. This policy allows for the recovery of funds disbursed under conditions that have not been met.

D. Ensure reasonable administrative costs as provided in Exhibit A-1, including that total indirect costs be reasonable and shall not exceed actual costs or 10% of the total contract amount funded by the Opioid Settlement Funds, whichever is less.

8. Duties of the CHD. The CHD shall do the following:

- A. Identify and designate CHD staff to collaborate with Grantee to facilitate the use of Opioid Settlement Fund as described in this Agreement.
- B. CHD shall reimburse Grantee for services provided as stated in Exhibit B.

Exhibit A-1 Opioids Settlement Funds

1. Performance

Grantee shall only use the Opioid Settlement Funds for approved opioid abatement activities as set forth in Exhibit A Scope of Work (Project). Grantee's performance shall be governed by all laws, regulations, Behavioral Health Information Notices (BHIN), applicable National Opioid Settlement Agreements, and applicable bankruptcy plan documents regarding use of the funds that derive from the opioid litigation against manufacturers and distributors of prescription opioids, which can be accessed on the Department of Health Care Services (DHCS) Opioid Settlement website at:

<https://www.dhcs.ca.gov/provgovpart/Pages/California-Opioid-Settlements.aspx>
(collectively referred to as the Applicable Authority for Use of Opioid Funds).

2. Reports

- A. Grantee shall certify that all Opioid Settlement Funds expended by Grantee have been used in compliance with the intended use of the funds as set forth in Exhibit A – Scope of work and in accordance with the Applicable Authority for Use of Opioid Funds. Grantee shall attest to this on each invoice submitted, which must be signed by someone with authority to legally bind Grantee.
- B. Grantee shall provide documentation to the County Designated Representative [with each invoice no more than quarterly] including, but not limited to:
 - i. An accounting of actual expenditures incurred by Grantee for the Project(s);
 - ii. Programmatic reports which shall include a brief narrative description of Grantee's progress in implementing the Projects, goals, and outcomes of this Agreement;
 - iii. The number of non-duplicated clients served or number of services provided;
 - iv. The amount of actual costs that Grantee intends to claim as Indirect Costs.
 - v. Any other Project specific reporting requirements, if any, as set forth in Exhibit A – Scope of Work that are applicable to the Project;
- C. By entering into this Agreement, Grantee understands that its failure to submit timely reports may result in the withholding of payments until Grantee has submitted any required data, or a meet and confer with DHCS and/or the County, or an audit, or legal action.

3. Record Keeping

- A. Grantee shall maintain financial records, documents, and other relevant evidence, including local accounting procedures and practices, to properly reflect direct and indirect costs related to its activities funded by the Opioid Settlement Funds.
- B. Grantee shall preserve these records for a minimum of six (6) years after the expiration of the Agreement.
- C. If the County or DHCS determines that Grantee's use of the Opioid Settlement Funds is inconsistent with eligible uses, records may be requested as part of a meet and confer, an audit, or legal action.
- D. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular six-year period, whichever is later.

4. Reasonable Administrative Costs

- A. Grantee may use Opioid Settlement Funds to cover "Indirect Costs" as defined by DHCS in BHIN 2024-02 at Enclosure 1, available at <https://www.dhcs.ca.gov/Documents/CSD/Enclosure-1-RAC.pdf>. Total Indirect Costs shall be reasonable and not exceed actual costs or 10% of the total contract amount funded by the Opioid Settlement Funds, whichever is less.
- B. Indirect Costs: DHCS considers administrative expenses not identifiable with a specific project or benefitting more than one cost objective, such as overhead, general operations, or organization-wide activities of an agency, to be indirect costs.

5. Confidentiality

Grantee and its employees shall maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

6. Monitoring

- A. Grantee's performance of this Agreement will be monitored on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Grantee's staff regarding quality of services, fiscal and overall performance activity, and provider recertification requirements, as applicable. Grantee grants County the right to conduct periodic on-site and/or electronic reviews of Grantee's clinical documentation or accountings for expenditure of Opioid Settlement Funds.
- B. Grantee shall allow the County and/or DHCS, and/or other authorized federal and state agencies, or their duly authorized designees, to evaluate Grantee's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for six (6) years from the term end date of this Agreement or in the event the Grantee has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. If monitoring activities identify areas of non-compliance, Grantee will be provided with recommendations and a Corrective Action Plan (CAP).
- C. Grantee shall participate in the creation of the CAP and shall comply with CAP requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by Project staff.

7. Reimbursement of Funds for Non-Compliance

- A. In the event of Grantee's failure to meet reporting requirements and/or its improper use of funds, the County or DHCS may require Grantee to reimburse the Opioid Settlements Funds remitted to Grantee under this Agreement. Grantee shall reimburse the funds within 30 days of a written request.
- B. Grantee shall be liable to County for any penalties assessed against County for Grantee's failure to comply with the Applicable Authority for Use of Opioid Funds.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For Grantee services to be rendered under this Agreement, Grantee shall be paid a total contract amount, including cost reimbursements, not to exceed \$100,000.
- B. Payment for services and /or reimbursement of costs shall be made quarterly upon Grantee's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by the CHD. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit A-1**. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. **Beginning December 1st, 2025 and then Quarterly thereafter**, Grantee shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices or certified claims must cite the assigned Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. The CHD shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from Grantee.
- D. The CHD's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of the CHD's right to require Grantee to correct such work or billings or seek any other legal remedy.
- E. Total Indirect Costs shall be reasonable and not exceed actual costs or 10% of the total contract amount funded by the Opioid Settlement Funds, whichever is less.

ATTACHMENT B-1
Proposed Budget for Fighting Back Santa Maria Valley

Project Budget Amount: \$100,000

	<i>Year 1</i>	<i>Year 2</i>
<u>Personnel</u>	\$20,301.00	\$20,301.00
Title: .12 FTE Program Specialist Description of Duties: Planning, Coordination and Implementation of project activities.	FTE: 12% \$6,240.00	\$6,240.00
Title: .07 FTE Program Manager Description of Duties: Day-to-day management of project. Ensuring all project activities are implemented.	FTE: .07% \$6,989.00	\$6,989.00
Title: .05 FTE Programs Director Description of Duties: Provides overall project oversight ensuring objectives are met.	FTE: .05% \$7,072.00	\$7,072.00

	<i>Year 1</i>	<i>Year 2</i>
<u>Eringe Benefits @ 26.00%</u>	\$5,278.00	\$5,278.00
FICA, Federal Income Tax, State Income Tax, Disability Insurance, Unemployment Insurance, Workers Compensation, Health, Dental, Vision, Flexible Spending Account, Life Insurance, and Simple IRA Retirement Plan.	\$5,278.00	\$5,278.00

	<i>Year 1</i>	<i>Year 2</i>
<u>Operating Expenses</u>	\$17,318.00	\$17,318.00
Item 1: Youth-led Media Campaign: The development and dissemination of opioid awareness campaigns on TV, Radio, and Social Media. (\$2,000 for development of media, \$2,000 for TV, \$1,500 for Radio, and \$500 for social media IG, TikTok and SnapChat)	\$8000.00	\$8000.00
Item 2: Annual Continuing Medical Education conference for family physicians and pediatricians focusing on adolescent onset addiction, screening, importance of screening, resources, and treatment. Cost of Presenter/educator, conference space, and on-site lunch for 25-30 physicians attendees to incentivize attendance.	\$9,318.00	\$9,318.00

	<i>Year 1</i>	<i>Year 2</i>
<u>Indirect Costs @10%</u>	\$2,570.00	\$2,570.00
Administrative support, Data Specialist, office supplies, maintenance, communication: phone and internet services, professional development, rent, and utilities. Total Indirect Costs shall be reasonable and not exceed actual costs or 10% of the total contract amount funded by the Opioid Settlement Funds, whichever is less.	\$2,570.00	\$2,570.00

	<i>Year 1</i>	<i>Year 2</i>
Total Budget	\$45,455.00	\$45,455.00
PHD Admin Fee 10%*	\$4,545.00	\$4,545.00
Total Funding Requested	\$50,00.000	\$50,000.00
Total Funding Request for Year 1 and Year 2 Combined	\$100,000.00	

EXHIBIT C

Indemnification and Insurance Requirements (For Grant Agreements)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher

limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

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