FUNDING OUT AGREEMENT #10109
Opioid Settlement Funding Out

THIS FUNDING OUT AGREEMENT is made and entered into by and between the County of El Dorado Health and Human Services Agency (hereinafter referred to as "HHSA") and the El Dorado County Sheriff's Office, (hereinafter referred to as "Grantee"), (collectively hereinafter referred to as "Parties"), on behalf of the County of El Dorado (hereinafter referred to as "County");

RECITALS

WHEREAS, HHSA has been allocated Opioid Settlement funds (hereinafter referred to as "grant"), from the California Department of Health Care Services (DHCS) Opioid Settlement Disbursement Fund, to provide opioid remediation activities such as activities tied to the ending, reduction or lessening the effects of the opioid epidemic in communities and include prevention, intervention, harm reduction, treatment, and recovery services;

WHEREAS, HHSA, as the primary recipient of the allocation has identified needs that fall within the scope and purpose of the funding, and has submitted a budget and workplan to subaward funds to an HHSA partner for the purposes of opioid remediation activities;

WHEREAS, the grant funding provided herein will provide a valuable public service that will support opioid remediation activities;

WHEREAS, HHSA has determined that the provision of such services provided by Grantee are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with Grantee's stated purpose;

NOW, THEREFORE, HHSA and Grantee mutually agree as follows:

ARTICLE I
Use of Funds, Reporting Requirements, and Payment:

Use of Funds:

A. Grantee shall perform activities as described in the submitted grant application as approved by the Opioid Remediation Panel as defined in Exhibit A marked "Scope of Services," incorporated herein and made by reference a part hereof.
B. All Grantee activities performed through this Agreement must also adhere to the approved list of opioid remediation uses as listed in Behavioral Health Information Notice (BHIN) 24-002 CA Participating Subdivision Use of OSF Allocated from the CA Abatement Accounts Fund and Allowable-Expenditures.

C. Funding shall not be used for political advocacy of any kind and shall not be used for individual personal or business promotion or advisement. Any person or business name mentioned in County funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

Payment: Grantee shall be subawarded Opioid Settlement Funds in the amount not to exceed the combined total of the fiscal year (FY) amounts set forth in the three (3) year budget table in Exhibit B marked "Proposed Budget," incorporated herein and made by reference a part hereof, for a maximum award amount of $606,000.

Annual requests for adjustments to the FY budget allocations shall be submitted by Grantee to HHSA on or before June 30 of the current Fiscal Year. Following HHSA Contract Administrator approval of the budget change request, HHSA will provide Grantee with the approval notice of said budget table change via a Notice to Parties letter, to include electronic notice.

A. Invoices / Remittance: Grantee shall provide HHSA a journal entry requesting Opioid funding disbursement referencing this Agreement number.

   Within 30 days following journal entry request, HHSA shall advance the FY 26/27 fund amount to Grantee via journal entry, in accordance with the FY 26/27 budget provided in the table in Exhibit B. Subsequent FY 27/28 and FY 28/29 award amounts will be dispersed to Grantee via journal entry on a FY basis in the amount reflected in the budget table for the corresponding FY, or as amended.

Services Reporting Requirements: Grantee shall submit activity and data reporting to EDCOSF@edcgov.us, Attn: OSF Quarterly Reporting, in accordance with Exhibit C marked "Opioid Settlement Funds Grantee Reporting Requirements," incorporated herein and made by reference a part hereof.

Financial Reconciliation Reporting Requirements: Within sixty (60) days following the grant's FY year completion (which is June 30 of said year), Grantee shall provide a reconciliation report to County of actual expenditures as compared to budgeted uses. Reports shall include calculations for interest accrued and unspent balances. Grantee shall carry over any unspent funds from FY 26/27 and FY 27/28 to the subsequent years but shall return unspent balances upon termination of this agreement or the end of FY 28/29. Failure to submit may result in withholding subsequent advances.

Return of Unspent Funding: Within sixty (60) days following the termination or expiration of this Agreement, to include termination in accordance with Article XVI, "Default, Termination, and Cancellation," Grantee shall return any unspent funds to the HHSA in combination with the final annual report for the last FY period in which funds are received, for replenishment to County's Opioid Settlement account.

A. Remittance shall be addressed as indicated in the table below or to such other location as County or Grantee may direct per the Article titled "Notice to Parties."

Mail Remittance to:
El Dorado County Health and Human Services Agency Attn: Fiscal Unit - Opioid Settlement 3057 Briw Road, Suite B Placerville, CA 95667 Or email to (preferred method): BHinvoice@edcgov.us

Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for HHSA to properly audit all expenditures. HHSA shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

ARTICLE II
Term: This Funding Agreement shall become effective upon final execution by the parties hereto and shall cover the period of July 1, 2026, through June 30, 2029.

ARTICLE III
Funding Credit: Grantee agrees to acknowledge HHSA for the funding subawarded herein on all printed or internet materials generated for the Opioid Remediation program ("program") during the allocation cycle (term of this Agreement), unless otherwise requested or agreed upon with HHSA. Electronic versions of print and web-ready County seal(s) can also be provided upon request. If there are no printed materials, acknowledgement to HHSA for this funding is to be announced by Grantee verbally at the event or program.

ARTICLE IV
Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V
Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Grantee performing services for County, Grantee shall execute Exhibit D**,** marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE VI
Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VII
Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar

days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as HHSA directs.

Notices to Grantee shall be addressed as follows:

EL DORADO COUNTY SHERIFF'S OFFICE
200 Industrial Drive
Placerville, CA 95667
ATTN: Jeff Leikauf, Sheriff
jeffleikauf@edso.org

with a copy to:

Monica Ferguson, Agency Chief Fiscal Officer
fergusonm@edso.org

Mike Lensing, Captain
lensingm@eldoradosheriff.gov

or to such other location or email as Grantee directs.

ARTICLE VIII

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify HHSA in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by HHSA Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE IX

Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
    1. The alleged default and the applicable Agreement provision.
    2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice

of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If HHSA terminates this Agreement, in whole or in part, for default:

1. HHSA reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Grantee shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Grantee, the excess costs to procure from an alternate source.
2. HHSA shall pay Grantee the sum due to Grantee under this Agreement prior to termination, unless the cost of completion to HHSA exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Grantee under this Agreement and the balance, if any, shall be paid to Grantee upon demand.
3. HHSA may require Grantee to transfer title and deliver to HHSA any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Grantee in this Agreement proves to have been false or misleading in any respect.
3. Grantee fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless HHSA agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of Article titled, "Conflict of Interest".

B. Ceasing Performance: HHSA may terminate this Agreement immediately in the event Grantee becomes unable to substantially perform any term or condition of this Agreement.
C. Termination or Cancellation without Cause: HHSA may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, HHSA will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Grantee, and for any other services that HHSA agrees, in writing, to be necessary for contract resolution. In no event, however, shall HHSA be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Grantee shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
D. Funding Unavailable: HHSA may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Grantee that HHSA has been notified the grant funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to HHSA, including if distribution of such funds is suspended or delayed.

ARTICLE X
Nondiscrimination:

A. Each party shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: County of El Dorado HHSA and Grantee and their respective employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; County El Dorado HHSA and Grantee, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. County of El Dorado HHSA and Grantee and their respective employees and representatives shall give written notice of their obligations under this clause as required by law.
B. Where applicable, County of El Dorado HHSA and Grantee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
C. County of El Dorado HHSA and Grantee signatures shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XI
Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XII
Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIII
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIV
Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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

ARTICLE XVI
California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVII
No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XVIII
Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of HHSA.

ARTICLE XIX
Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XX
Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

A. Grantee shall immediately notify HHSA in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

B. Notification shall be provided to the HHSA's Contract Administrator identified in this Agreement.
C. At the direction of HHSA, Grantee shall discontinue the provision to HHSA of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by HHSA.
D. If the use of previously undisclosed GenAI is approved by HHSA, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to the HHSA.
E. HHSA, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or HHSA, or performance of this Agreement. HHSA is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement.

ARTICLE XXI
Contract Administrator: The HHSA Officer or employee with responsibility for administering this Agreement is Shaun O'Malley, Alcohol and Drug Program Division Manager, Health and Human Services Agency, Behavioral Health Division, or successor. In the instance where the named Contract Administrator no longer holds this title with HHSA and a successor is pending, or HHSA has to temporarily delegate this authority, HHSA Director shall designate a representative to temporarily act as the primary Contract Administrator of this agreement and shall provide the Contractor with the name, address, email, and telephone number for this designee via notification in accordance with the article titled "Notice to Parties" herein.

ARTICLE XXII
Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXIII
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: Shaun O'Malley (Apr 15, 2026 15:08:15 PDT) Dated: 04/15/2026

Shaun O'Malley
Alcohol and Drug Program Division Manager
Health and Human Services Agency
Behavioral Health Division

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- HEALTH AND HUMAN SERVICES AGENCY --

By: _____ Dated: _____

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

-- EL DORADO COUNTY SHERIFF --

By: _____ Dated: _____

Jeff Leikauf
Sheriff
"Grantee"

El Dorado County Sheriff's Office
Exhibit A
Scope of Services

Grantee agrees to furnish personnel and services for the following abatement strategies as defined by Schedule A and B with prioritization of Schedule A "Core Strategies". Grantee shall provide no less than one abatement strategy through the course of this contract.

Schedule A
Core Strategies

A. **NALOXONE OR OTHER UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA)-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the medication.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (SBIRT) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (OUD) and other Substance Use Disorder (SUD)/Mental Health (MH) disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system;

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing)
4. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young

adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");
   b. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;
   c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;
   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment

Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with

NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:
   a. Increase the number of prescribers using PDMPs;
   b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
   c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
11. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Supporting screening for fentanyl in routine clinical toxicology testing.

OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate

the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
3. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

El Dorado County Sheriff's Office
Exhibit B
Proposed Budget

Description	Fiscal Year 1 7/1/2026-6/30/2027	Fiscal Year 2 7/1/2027-6/30/2028	Fiscal Year 3 7/1/2028-6/30/2029
Personnel	202,000	202,000	202,000
		FINAL TOTAL:	**606,000**

El Dorado County Sheriff's Office
Exhibit C
Opioid Settlement Funds Grantee Reporting Requirements

The County of El Dorado (County) is required to complete annual reporting to the Department of Health Care Services (DHCS) due to receiving funds from California's Opioid Settlements. County may update reporting requirements by providing written notice thereof to Grantee in accordance with the article titled Notice to Parties to take effect on the date determined by DHCS reporting updates or 30 days following notice, whichever is sooner.

In order to facilitate the collection of data needed to meet this requirement, Grantees shall report data on a quarterly basis on this reporting form provided. Grantees will also submit an annual report on the form provided which will reflect the work completed for during the past Fiscal Year (FY).

Reports are emailed to **EDCOSF@edcgov.us** **Attn: OSF Quarterly Reporting**

Quarterly Reporting Due Dates

Reporting Period	Dates	Report Due
FY 26/27 Q1	7/1/2026 to 9/30/2026	10/30/2026
FY 26/27 Q2	10/1/2026 to 12/31/2026	1/31/2027
FY 26/27 Q3	1/1/2027 to 3/31/2027	4/30/2027
FY 26/27 Q4	4/1/2027 to 6/30/2027	7/31/2027
FY 26/27 Annual Report	**7/1/2026 to 6/30/2027**	**7/31/2027**
FY 27/28 Q1	7/1/2027 to 9/30/2027	10/30/2027
FY 27/28 Q2	10/1/2027 to 12/31/2027	1/31/2028
FY 27/28 Q3	1/1/2028 to 3/31/2028	4/30/2028
FY 27/28 Q4	4/1/2028 to 6/30/2028	7/31/2028
FY 27/28 Annual Report	**7/1/2027 to 6/30/2028**	**7/31/2028**
FY 28/29 Q1	7/1/2028 to 9/30/2028	10/30/2028
FY 28/29 Q2	10/1/2028 to 12/31/2028	1/31/2029
FY 28/29 Q3	1/1/2029 to 3/31/2029	4/30/2029
FY 28/29 Q4	4/1/2029 to 6/30/2029	7/31/2029
FY 28/29 Annual Report	**7/1/2028 to 6/30/2029**	**7/31/2029**

Necessary Reporting Materials
Items 1-7 are to be reported quarterly. Item 8 and 9 list the annual reporting due on 7/31/2027, 7/31/2028 and 7/31/2029.

1. General Information
    a. Agency/Business Name and Address
    b. Name and contact information of the person preparing the form.
2. Grant Information

a. Agreement #
b. Award amount

3. Administrative Expenses
    a. Total of grant award spent on administrative expenses
4. Allowable Expenses
    a. Activity Name.
    b. Activity description (2-3 sentences is sufficient).
    c. Amount of grant funds that were spend on the activity during the reporting period.
    d. YTD Expenses.
    e. Activity start date.
    f. Category of Allowable Expenditure types that apply to this activity (Choose all that apply as listed on Exhibit A of funding agreement.
        i. Specific strategy for each expenditure type.
    g. High Impact Abatement Activities
        i. Select and describe how this activity meets the selected HIAA (no more than 200 words.
        ii. Description of the population this activity serves.
5. Services Data (Quarterly Reporting)
    a. Unduplicated numbers of individuals served including demographic data (see Item #6).
    b. How many people received referrals to substance use disorder treatment or early intervention services?
    c. How many people had a diagnosed opioid use disorder?
    d. How many people followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred?
    e. How many people received linkages to other agencies for primary care, social, vocational, educational, or other types of support services?
    f. How many people received screening and/or assessment services?
    g. How many people received treatment and/or recovery services?
    h. How many people received recovery residence services?
    i. How many people received MAT services?
    j. How many educational and/or prevention presentations were delivered?
    k. Estimated average attendance of education and/or prevention presentations.
    l. Other data (please describe)
6. Demographics
    a. Gender
    b. Age Group
        i. Children/Youth (ages 0-15)
        ii. Transitional Age Youth (TAY) (ages 16-25)
        iii. Adult (ages 26-59)
        iv. Older Adult (ages 60+)
    c. Special Population Served
        i. Youth
        ii. Homeless/At risk of homelessness
        iii. Criminal justice

d. Ethnicity
e. Race
f. Primary Language
    i. English
    ii. Spanish
    iii. Other
g. City/Town of Residence
    i. North County
        1. Coloma
        2. Cool
        3. Garden Valley
        4. Georgetown
        5. Greenwood
        6. Lotus
        7. Kelsey
        8. Pilot Hill
    ii. Mid County
        1. Camino
        2. Cedar Grove
        3. Echo Lake
        4. Kyburz
        5. Pacific House
        6. Pollock Pines
        7. Riverton
    iii. South County
        1. Fair Play
        2. Grizzly Flats
        3. Mt. Aukum
        4. Somerset
    iv. West County
        1. Cameron Park
        2. El Dorado Hills
        3. Shingle Springs
        4. Rescue
    v. Placerville Area
        1. Diamond Springs
        2. El Dorado
        3. Placerville
        4. Pleasant Valley
    vi. Tahoe Basin
        1. Meyers
        2. South Lake Tahoe
        3. Tahoma
h. Economic Status
    i. Extremely low income
    ii. Very low income

iii. Low income
iv. Moderate income
v. High income

i. Health Insurance Status
i. Private Insurance
ii. Medi-Cal
iii. Medicare
iv. Uninsured

7. Brief narrative to include
    a. Implementation status of activities
    b. Successes and Challenges
    c. Any Technical Assistance requested
8. Annual Year-End Report
    a. Briefly report on how implementation of the activity is progressing (e.g., whether implementation activities are proceeding on target), and any major accomplishments and challenges.
    b. Briefly report on how the activity has met opioid remediation goals.
    c. Briefly report on progress in providing services to youth, homeless/at risk of homelessness, and/or incarcerated/re-entry populations.
    d. Success stories of those who received services.
        i. Do not include any PHI, PI or PII
    e. Any other information you would like to include.
9. Fiscal Report
    a. Interest accrued on unspent funds
    b. Accounting ledgers
    c. Supporting documentation for expenses

El Dorado HHSA Sheriff's Office
Exhibit D
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

R E C I T A L S

WHEREAS, HHSA and Grantee (hereinafter referred to as Business Associate ("BA") entered into the Underlying Agreement pursuant to which BA provides services to HHSA, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the HHSA and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time;

WHEREAS, HHSA is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from HHSA, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

II. Scope of Use and Disclosure by BA of HHSA Disclosed PHI

A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the HHSA, Privacy Rule, Security Rule, or the HITECH Act.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:

1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
3. Disclose PHI as necessary for BA's operations only if:
   a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
      (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
      (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing HHSA with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by HHSA.
5. Not disclose PHI disclosed to BA by HHSA not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by HHSA.
6. De-identify any and all PHI of HHSA received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.

C. BA agrees that it will neither use nor disclose PHI it receives from HHSA, or from another business associate of HHSA, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

III. Obligations of BA. In connection with its use of PHI disclosed by HHSA to BA, BA agrees to:

A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

B. Report to HHSA within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

C. Report to HHSA in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the HHSA, BA may be required to reimburse the HHSA for notifications required under 45 CFR 164.404 and CFR 164.406.

D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the HHSA and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by HHSA to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

A. Provide access, at the request of HHSA, within five (5) days, to PHI in a Designated Record Set, to the HHSA, or to an Individual as directed by the HHSA. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable HHSA to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

B. Within ten (10) days of receipt of a request from HHSA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.

C. To assist the HHSA in meeting its disclosure accounting under HIPAA:

1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subGrantees for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the HHSA, BA agrees to provide to HHSA information collected in accordance with this section to permit the HHSA to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the HHSA, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide HHSA a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

V. Obligations of HHSA.

A. HHSA agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by HHSA that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. HHSA agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. HHSA agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. HHSA shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by HHSA, except as may be expressly permitted by the Privacy Rule.

E. HHSA will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

VI. Term and Termination.

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the HHSA to BA, or created or received by BA on behalf of the HHSA, is destroyed or returned to the HHSA, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon the HHSA's knowledge of a material breach by the BA, the HHSA shall either:

1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the HHSA.
2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cures are feasible, the HHSA shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of HHSA, return or destroy

all PHI that BA or its agents or subGrantees still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the HHSA determines that returning or destroying the PHI is infeasible, BA shall provide to the HHSA notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If HHSA elects destruction of the PHI, BA shall certify in writing to HHSA that such PHI has been destroyed.

VII. Indemnity

A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the HHSA, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "HHSA") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subGrantees, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subGrantees, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the HHSA in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of HHSA, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HHSA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of HHSA as set forth herein. BA's obligation to defend, indemnify and hold harmless HHSA shall be subject to HHSA having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to HHSA the appropriate form of dismissal relieving HHSA from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the HHSA herein from third party claims arising from the issues of this Business Associate Agreement.

D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the HHSA to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for HHSA to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.

X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit HHSA to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: _____ Dated: _____

Jeff Leikauf
Sheriff
"BA Representative"

By: Shaun O'Malley (Apr 15, 2026 15:08:15 PDT) Dated: 04/15/2026

Shaun O'Malley, MPH
Alcohol and Drug Division Manager
Behavioral Health Division
"HHSA Representative"