**FUNDING AGREEMENT #8332**
Opioid Settlement Funding Out

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**THIS FUNDING AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Barton Healthcare System, a California Corporation, operating under the laws of the State of California as a non-profit general acute care hospital, whose principal place of business is 2170 South Avenue, South Lake Tahoe, California 96150, (hereinafter referred to as "Subrecipient").

## RECITALS

**WHEREAS**, County 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**, County, 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 sub award funds to a community 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,** County has determined that the provision of such services provided by Subrecipient 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 the Subrecipient's stated purpose;

**WHEREAS**, Subrecipient has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Use of Funds and Payment; that it is an independent and bona fide business which operates, advertises and holds itself as such, is in possession of a valid business license or exemption, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**NOW, THEREFORE**, County and Subrecipient mutually agree as follows:

**ARTICLE I**
**Use of Funds and Payment:**

**Use of Funds:**

1. Subrecipient shall perform activities as described in the submitted application as approved by the Opioid Remediation Panel as defined in Exhibit A marked "Application," incorporated herein and made by reference a part hereof.

2. All activities performed per the approved application must also adhere to the approved list of opioid remediation uses as listed in Exhibit B, marked "Funding Uses," incorporated herein and made by reference a part hereof, , with the schedules included in Exhibit B as follows:
   - Schedule A: Core Strategies
   - Schedule B: Approved Uses of Opioid Remediation Uses

**Reporting Requirements:**
Subrecipient 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.

**Payment:**
Subrecipient shall be subawarded granted Opioid Settlement Funds in the amount of **$248,296**.

Within sixty (60) days of execution of this Agreement, County will advance funds to Subrecipient. Funds shall be used in accordance with the approved Subrecipient Application on file and in accordance with the approved list of Opioid Remediation Uses in Exhibit B.

Subrecipient shall revert any unspent funds that remain at the end of the term of this Agreement back to the County, for replenishment to County's Opioid Remediation Fund account. Subrecipient will ensure that unspent funds are returned to County within sixty (60) days of the end of the term of this Agreement.

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

| Mail Remittance to: |
| --- |
| El Dorado County Health and Human Services Agency<br>Attn: Fiscal Unit - Opioid Settlement<br>3057 Briw Road, Suite B<br>Placerville, CA 95667 |

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

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. 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.

**ARTICLE II**
**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2025.

**ARTICLE III**
**Funding Credit:**
Subrecipient agrees to acknowledge the County for the grant subawarded herein on all printed or internet materials generated for the Opioid Remediation program ("program") during the grant cycle (term of this Agreement) by using the County's approved seal, which can be found in various formats at http://172.23.249.149/Seal/ApprovedCountySeals.html, unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready County seal(s) can also be provided upon request. If there are no printed materials, acknowledgement to the County for this grant is to be announced by Subrecipient verbally at the event or program.

**ARTICLE IV**
**Subrecipient to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Subrecipient, and Subrecipient may perform similar work or services for others. However, Subrecipient shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Subrecipient's responsibilities or hinder Subrecipient's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

**ARTICLE V**
**Independent Subrecipient:** The parties intend that an independent Subrecipient relationship will be created by this contract. Subrecipient is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Subrecipient exclusively assumes responsibility for acts of its employees, agents, affiliates, and sub-Contractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Subrecipient. Those persons will be entirely and exclusively under the direction, supervision, and control of Subrecipient.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Subrecipient

performs the work or services for accomplishing the results. Subrecipient understands and agrees that Subrecipient lacks the authority to bind County or incur any obligations on behalf of County.

Subrecipient, including any sub-Contractors or employees of Subrecipient, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Subrecipient shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Subrecipient. Subrecipient shall not be subject to the work schedules or vacation periods that apply to County employees.

Subrecipient shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Subrecipient provides for its employees.

Subrecipient acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Subrecipient shall not make any agreements or representations on the County's behalf.

**ARTICLE VI**
**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 VII**
**No Joint Venture:** This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Subrecipient.

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

**ARTICLE IX**
**No Grant of Agency:** Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

**ARTICLE X**
**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions

of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**ARTICLE XI**

**Audit by California State Auditor:** Subrecipient 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, Subrecipient 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 XII**

**Taxes:** Subrecipient certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Subrecipient to County. Subrecipient agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XIII**

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

**ARTICLE XIV**
**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

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

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Subrecipient shall be addressed as follows:

BARTON HEALTHCARE SYSTEM
2170 South Avenue
South Lake Tahoe, CA 96150
ATTN: Jacob Marquette
jmarquette@bartonhealth.org

or to such other location as the Subrecipient directs.

**ARTICLE XV**
**Change of Address:** In the event of a change in address for Subrecipient's principal place of business, Subrecipient's Agent for Service of Process, or Notices to Subrecipient, Subrecipient shall notify County 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 the County 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 XVI**
**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 County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Subrecipient 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 Subrecipient, the excess costs to procure from an alternate source.
2. County shall pay Subrecipient the sum due to Subrecipient under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Subrecipient under this Agreement and the balance, if any, shall be paid to Subrecipient upon demand.
3. County may require Subrecipient to transfer title and deliver to County 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 Subrecipient in this Agreement proves to have been false or misleading in any respect.
3. Subrecipient fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County 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. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Subrecipient.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Subrecipient ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County 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, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Subrecipient 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.

## ARTICLE XVII

**Indemnity:** To the fullest extent permitted by law, Subrecipient shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Subrecipient or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability,

claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Subrecipient are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

**ARTICLE XVIII**
**Insurance:** Subrecipient shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Subrecipient maintains insurance that meets the following requirements:

A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Subrecipient as required by law in the State of California.
B. Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.
C. Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Subrecipient in the performance of the Agreement.
D. In the event Subrecipient is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than $1,000,000.00 per occurrence.
E. Subrecipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
G. Subrecipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
H. The certificate of insurance must include the following provisions stating that:
    1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
    2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. The Subrecipient's insurance coverage shall be primary insurance 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 in excess of the Subrecipient's insurance and shall not contribute with it.
J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
M. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
N. In the event Subrecipient cannot provide an occurrence policy, Subrecipient shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

**ARTICLE XIX**
**Nondiscrimination**

A. County may require Subrecipient's services on projects involving funding from various state and/or federal agencies, and as a consequence, Subrecipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Subrecipient and its 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; Subrecipient shall, 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. Subrecipient and its employees and representatives shall give written notice of their obligations under this clause as required by law.
B. Where applicable, Subrecipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
C. Subrecipient's signature executing this Agreement 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.

D. Subrecipient shall comply with Exhibit E, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Subrecipient shall acknowledge compliance by signing and returning Exhibit E upon request by County.

**ARTICLE XX**

**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 XXI**

**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 XXII**

**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 XXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Subrecipient and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Subrecipient covenants that during the term of this Agreement neither it, or any officer or employee of the Subrecipient, has or shall acquire any interest, directly or indirectly, in any of the following:

A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
C. Any officer or employee of County that are involved in this Agreement.

If Subrecipient becomes aware of a conflict of interest related to this Agreement, Subrecipient shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Subrecipient shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Subrecipient, if any, to any officer of County.

**ARTICLE XXIV**

**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 XXV**

**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 XXVI**

**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 XXVII**

**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 XXVIII**
**Assignment:** This Agreement is not assignable by Subrecipient in whole or in part without the express written consent of County.

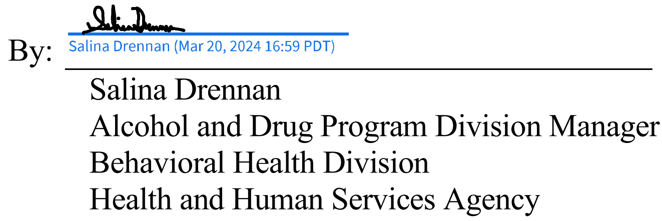
**ARTICLE XXIX**
**Compliance with Laws, Rules and Regulations:** Subrecipient shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

**ARTICLE XXX**
**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Salina Drennan, Alcohol and Drug Program Division Manager, Health and Human Services Agency, Behavioral Health Division, or successor.

**ARTICLE XXXI**
**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 XXXII**
**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: ______________________________ Dated: 03/20/2024

Salina Drennan
Alcohol and Drug Program Division Manager
Behavioral Health Division
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: Olivia Byron-Cooper
Olivia Byron-Cooper (Mar 20, 2024 17:58 PDT) Dated: 03/20/2024

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

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

**-- COUNTY OF EL DORADO --**

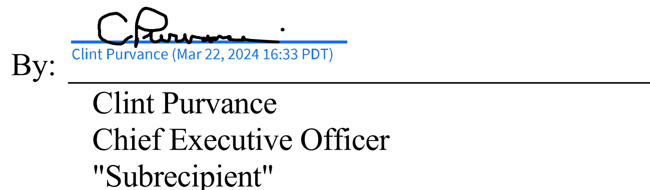
Dated: ______________________

By: ________________________________
Chair
Board of Supervisors
"County"

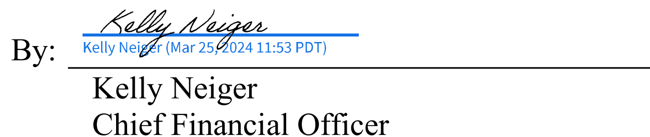
ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: ______________________________ Dated: ______________________
Deputy Clerk

**-- BARTON HEALTHCARE SYSTEM --**




By: ______________________________ Dated: 03/22/2024
Clint Purvance
Chief Executive Officer
"Subrecipient"




By: ______________________________ Dated: 03/25/2024
Kelly Neiger
Chief Financial Officer

## Organization Contact Information

Elizabeth McNamara MD
emcnamara@bartonhealth.org
Jacob Marquette DO
jmarquette@bartonhealth.org
Barton Healthcare
2170 South Ave
South Lake Tahoe CA 96150

## Proposal Summary

Based on two years of prior experience funding this program through the California Bridge Program, we are requesting $410,000 for two years of funding.

Each year's budget is as follows:

75,000 Substance Use Navigator Salary and Benefits at 1.0 FTE
90,000 Licensed clinical social worker (LCSW) salary and benefits at 1.0 FTE
25,000 Clinical Champion 0.1 FTE
15,000 Other Expenses & Indirect Costs

## Organization Background and Experience

Through Barton Healthcare and with funding from the California Bridge and State Opioid Response Programs, we now have two years of experience with the Substance Use Navigator (SUN) program which we would like to sustain given the successes of this program. This program funds a Substance Use Navigator who functions as a care manager for patients with Substance Use Disorder (SUD), specifically Opioid Use Disorder (OUD), connecting them to care and facilitating treatment as well as providing support for those in treatment and recovery. The program also supports rapid access to buprenorphine in the Emergency Department and rapid follow up in the outpatient setting for patients started on buprenorphine, through a connected Rural Health Clinic (RHC).

The SUN interacts with, on average, 40 patients a month, and the overall program treats about 80 patients a month (July 2022-March 2023 data). Compared to other similarly sized hospitals, our program has about 50% more navigator encounters and significantly more buprenorphine treatment. The navigator program has been proven to improve treatment retention and follow up rates in patients with OUD. Through this program we have also formed a close partnership with our outpatient treatment clinic and the SUN sees patients in the ED, inpatient, and outpatient

settings. We have a multidisciplinary team that promotes and directs this program in our healthcare system.

Outpatient services at the connected RHC currently provided include addiction medicine clinic visits (staffed by two x-waivered physicians, an addiction medicine physician and three x-waivered advanced practice providers), medications for OUD including long acting injectable Buprenorphine/Naltrexone, OUD program specific substance use therapist, infectious disease testing, HIV PreP, Hepatitis C treatment, Naloxone distribution

We are working toward expansion of our OUD program services. Specific needs at this time include social services expansion with cognitive behavioral therapy for substance use disorders/co-occurring mental health diagnoses and provision of wrap around services, harm reduction durables for circulation/syringe service program

## Program Description

It is our intention to maintain this program long-term given the continued need in our community and the increases in opioid use disorder and overdose deaths being seen nationwide. We are applying for two additional years of funding with the hope to continue the program even after that period.

Our overarching project goals are to continue to provide rapid access to medications such as buprenorphine for OUD throughout our healthcare system and to staff a Substance Use Navigator to assist in the care of these patients. The funds requested support the SUN and also the physician clinical supervisor whose duties include education within the hospital and community, outreach to and networking with related agencies, and SUN training and support.

The staff members involved in this program have already been in their respective roles for the past two years and have experience treating substance use prior to the beginning of this program.

## Required Questions

***How does this activity contribute to opioid remediation in my community? Is there a different activity that would meet the goal of opioid remediation more directly?***

This is the only program of this sort in South Lake Tahoe and we are the only facility currently providing OUD treatment services. As mentioned previously, our SUN interacts with a significant number of patients per day and we have many patients taking buprenorphine for OUD who are managed within this program. Given that statistics show that <10% of patients with OUD engage in treatment, there is likely a very large population of people in need of treatment who have not yet come to treatment but would also benefit from the services provided by this program. There

is no different activity that would meet the goal of opioid remediation more directly; this program is evidence based and provides the highest standard of care for these patients.

***Does this activity correspond to a High Abatement Activity since 50% of funding must be spent on one of these?***

Yes.

Our program expands SUD treatment infrastructure through patient navigation and rapid access to medications for substance use.

Our program assesses the needs of vulnerable populations and we already treat several patients who are homeless, with plans for further outreach to this vulnerable population. We do care for a significant proportion of minority patients within our clinic and are also planning for community outreach to provide more information about our program specifically to the large Hispanic population within South Lake Tahoe.

Through partnerships with law enforcement and close interaction between the Emergency Department and first responders, the program aims to provide education and support to these agencies to not only bring patients with SUD into treatment but also to continue and even initiate treatment in the justice system. We also talk about harm reduction with patients both in treatment and in patients who are not yet ready for treatment.

We do community outreach in schools to talk about harm reduction to help prevent drug addiction in vulnerable youth.

We regularly distribute naloxone and provide relevant training on its use not only to patients but also to the community at large through our Emergency Department and our outpatient clinics, where anyone can ask for naloxone even if they are not a patient.

***Does this activity correspond to one of the Core Strategies as described in the DHCS allowable expenses document?***

This activity corresponds to several of the Core Strategies:

- Naloxone: The program provides naloxone to patients and community members free of charge, and as part of community outreach the program provides training to community groups and distributes naloxone at events
- MAT: The program does distribute MAT to uninsured or underinsured patients. We partner with our outpatient clinic which receives funding by the SOR III grant which pays for medications for those in need. The SUN is able to identify such patients and ensure that their medications are paid for, and regularly helps patients with insurance issues. The program also provides community education to discourage/prevent misuse of opioids and gives training to law enforcement and first responders about MAT. We are

also active within our hospital community in educating providers about MAT so they may identify patients and initiate treatment or refer to the clinic.

- Pregnant and Postpartum Women: MAT treatment is available to all pregnant and postpartum women regardless of insurance status through this program, and we have partnered with our OBGYN group to offer MAT services to any patients in need.
- Expansion of warm hand-off programs and recovery systems: The SUN is essential as part of this program to perform warm hand-offs not only in the Emergency Department but throughout the institution. She also networks with other hospital systems regarding patient care and recovery services, and regularly interacts with El Dorado County to refer patients to treatment. Our Emergency Department provides 24/7 rapid access to buprenorphine.
- Treatment for Incarcerated Population: We often see patients who have just been released from prison and start them on MAT either through the ED or in the clinic. Often they call the SUN directly to ask for treatment services and she is able to direct them where to go to initiate treatment. We have been networking with law enforcement for two years in hopes of expanding treatment within the jail as well.

***Does this activity supplement current efforts in the community related to prevention, treatment, recovery, or harm reduction?***

Yes, this program is the hub for treatment within the community and is a main source of outreach and education in South Lake Tahoe.

***Is the strategy evidence-based, and how robust is the research base on the strategy?***

Evidence supports that involvement of a Substance Use Navigator significantly improves a patient's chance of remaining in treatment both short and long term. Evidence also supports that ED initiation of buprenorphine also increases chances of patients staying in treatment and decreases overdose rates and death due to overdose. This research is robust and well supported.

## Project Timeline/Budget Timeline

As this program is already well established, there is no lead time needed for training. Funds will be used to support the items listed above and program activities will be ongoing.

## Budget

See budget above. All funding will come from this grant award.

## Schedule A
## Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER 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 needed service.

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.

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[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

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 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; and

2. Increase funding for jails to provide treatment to inmates with OUD.

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 for community drug disposal programs; and

5. 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. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

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

**Schedule B**
**Approved Uses of Opioid Remediation Uses**

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, the following:

PART ONE: 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.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

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. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

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. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

## C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>

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 assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. 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:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "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;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. 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.

## PART TWO: PREVENTION

### F. <u>PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS</u>

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:

1. Increase the number of prescribers using PDMPs;

2. 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

3. 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. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. 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.

12. 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.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

## PART THREE: 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 non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. 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).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Barton Healthcare System**
**Exhibit C**
**Opioid Settlement Funds Subrecipient Reporting Requirements**

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.

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

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

| Reporting Period | Dates | Report Due |
|---|---|---|
| FY 23/24 Q3 | 1/1/2024 to 3/31/2024 | 4/10/2024 |
| FY 23/24 Q4 | 4/1/2024 to 6/30/2024 | 7/10/2024 |
| FY 24/25 Q1 | 7/1/2024 to 9/30/2024 | 10/10/2024 |
| FY 24/25 Q2 | 10/1/2024 to 12/31/2024 | 1/10/2025 |
| FY 24/25 Q3 | 1/1/2025 to 3/31/2025 | 4/10/2025 |
| FY 24/25 Q4 | 4/1/2025 to 6/30/25 | 7/10/2025 |
| Annual Summary Report | Previous FY | 7/31/2023 |

**Necessary Reporting Materials**
*Items 1-7 are to be reported quarterly. Item 8 lists the annual reporting due on 7/31/2024 and 7/31/2025.*

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 (HIAA)

        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

**Barton Healthcare System**
**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 Subrecipient (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**, 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 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 HHSA, BA may be required to reimburse 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 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 HHSA, or to an Individual as directed by 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 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 subcontractors 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 HHSA, BA agrees to provide to HHSA information collected in accordance with this section to permit HHSA to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to 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 HHSA to BA, or created or received by BA on behalf of HHSA, is destroyed or returned to 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 HHSA's knowledge of a material breach by the BA, 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 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, 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 subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that HHSA determines that returning or destroying the PHI is infeasible, BA shall provide to 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 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, subcontractors, 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, subcontractors, 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 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 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 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.

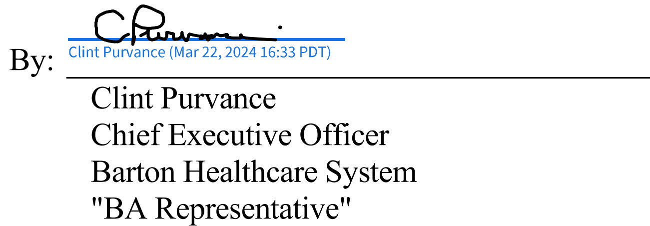
VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for HHSA to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

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

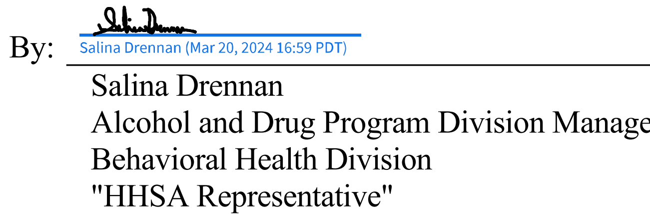
X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

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: 
Clint Purvance (Mar 22, 2024 16:33 PDT)
Dated: 03/22/2024

Clint Purvance
Chief Executive Officer
Barton Healthcare System
"BA Representative"

By: 
Salina Drennan (Mar 20, 2024 16:59 PDT)
Dated: 03/20/2024

Salina Drennan
Alcohol and Drug Program Division Manager
Behavioral Health Division
"HHSA Representative"

**Barton Healthcare System**
**Exhibit E**
**"Vendor Assurance of Compliance with**
**Nondiscrimination in State and Federally Assisted Programs"**

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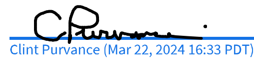
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

03/22/2024
Date


Clint Purvance (Mar 22, 2024 16:33 PDT)
Signature

2170 South Ave, South Lake Tahoe, CA 96150
Address of vendor/recipient

**Barton Healthcare System**
**Exhibit F**
**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

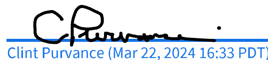
☐ YES ☑ NO
If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☑ NO
If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/22/2024
Date


Clint Purvance (Mar 22, 2024 16:33 PDT)
Signature of authorized individual

Barton Health
Type or write name of company

Clint Purvance
Type or write name of authorized individual