Alameda County Health

Aneeka Chaudhry
Interim Director

AGENDA _____ October 14, 2025

September 24, 2025

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE THE SUBCONTRACT AGREEMENT WITH PUBLIC HEALTH INSTITUTE IN THE AMOUNT OF $400,000 FOR THE EMERGENCY MEDICAL SERVICES BUPRENORPHINE USE PILOT PROGRAM (EMSBUP) STATE OPIOID RESPONSE IV (SOR IV) FUNDING PROJECT; DELEGATE AUTHORITY TO THE ALAMEDA COUNTY HEALTH INTERIM DIRECTOR OR DESIGNEE TO EXECUTE THE SUBCONTRACT AGREEMENT

Dear Board Members:

RECOMMENDATIONS:

A. Approve the Subcontract Agreement (No. 07341-AR79044) with the Public Health Institute (Principal: Ariel Isaacson; Location: Oakland) to accept the California Department of Health Care Services (DHCS) State Opioid Response IV (SOR IV) grant funds to support the Emergency Medical Services Buprenorphine Use Pilot Program (EMSBUP) for the retroactive term of 9/1/25 – 6/30/27 in the amount of $400,000 with no matching fund requirements;

B. Delegate authority to the Alameda County Health Interim Director, or designee, to execute the Subcontract Agreement, subject to review and approval as to form by County Counsel, and submit an original executed copy to the Clerk of the Board for filing; and

C. Authorize the Auditor-Controller to make the related budget adjustments to increase appropriation by $280,000 with offsetting revenue from Public Health Institute

DISCUSSION/SUMMARY:

Buprenorphine is a medication used in Medication-Assisted Treatment (MAT) for individuals with Opioid Use Disorder (OUD). It works by reducing opioid cravings and withdrawal symptoms, significantly lowering the risk of overdose and increasing the chances of long-term recovery. Recognizing its effectiveness, Alameda County began implementing a Buprenorphine OUD program in 2022 to address the growing opioid crisis and expand access to this critical treatment. Since its launch, the program has reached many patients, providing life-saving interventions and essential linkage to care, often beginning in the prehospital setting. However, opioid-related emergencies continue to persist in our community. There is a pressing need to expand the program's impact, improve timely administration of buprenorphine, and enhance follow-up care and education for both patients and healthcare providers.

On August 1, 2025, the California Department of Health Care Services (DHCS) awarded a State Opioid Response (SOR) IV grant, which is funded by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), to Alameda County Health, Emergency Services Agency (EMS) in the amount of $400,000 for the term of 9/1/25 – 6/30/27 to support the DHCS Opioid Response Project. The goal of the Opioid Response Project is to address the opioid and stimulant use disorder (StUD) crises by improving access to treatment, reducing unmet treatment needs, and reducing opioid and stimulant-related overdose deaths through the provision of prevention, treatment, harm reduction, and recovery service activities.

DHCS contracted with the Public Health Institute to serve as the Administrative Entity to administer the Emergency Medical Services Bridge to Treatment Pilot Program (EMSBUP) to support Local EMS Agencies (LEMSAs) and Emergency Medical Service (EMS) providers to provide treatment and access points for patients with an opioid use disorder (OUD). EMS agencies participating in EMSBUP will address substance use disorder (SUD) as a treatable emergency condition, utilizing paramedics to identify and treat patients who would benefit from medication-assisted treatment (MAT). The Public Health Institute will oversee program implementation, including the allocation and distribution of funding, compliance and monitoring activities, and quarterly data collection and submission to the UCLA Integrated Substance Abuse Program (UCLA-ISAP) for program evaluation under the State Opioid Response IV Initiative.

Alameda County Health (AC Health) requests your Board to approve the Subcontract Agreement (No. 07341-AR79044) with Public Health Institute for the retroactive term of 9/1/25 – 6/30/27 in the amount of $400,000 to support the Emergency Medical Services Buprenorphine Use Pilot Program with no matching fund requirements.

Approval of the recommendations would enhance the EMS Agency's ability to support patients with Opioid Use Disorder (OUD) by expanding implementation of the EMSBUP model across additional prehospital agencies. It will also strengthen coordination with Navigators to ensure timely linkage to care, and support ongoing evaluation of the EMSBUP treatment model through the collection of de-identified data for the Bridge Patient Outcomes research study and monthly performance metrics. Additionally, the project will help identify care linkage options for EMS patients with OUD, including those who decline transport (Against Medical Advice), by establishing pathways to outpatient treatment services. The funds will support a contractor to expand and evaluate EMSBUP, strengthen care coordination for patients with OUD, and improve access to treatment options, including for those who leave care against medical advice.

AC Health requests your Board delegate authority to the Alameda County Health Interim Director, or her designee, to execute and submit the Subcontract Agreement, subject to review and approval as to form by County Counsel, to meet the funder's submission timeline.

SELECTION CRITERIA/PROCESS:

Not applicable

FINANCING:

Funding for the recommendations ($400,000) comes from California Department of Health Care Services (DHCS) State Opioid Response IV (SOR IV) grant funds and is not included in the AC Health Fiscal Year 2025-2026 Approved Budget. AC Health requests a budget adjustment to increase appropriation in the amount of $280,000 offset by revenue in the same amount per the attached financial recommendations. The remaining balance of $120,000 will be requested in the AC Health Maintenance of Effort (MOE) Budget for FY 2026-2027. Approval of these recommendations will have no impact on net County cost.

VISION 2036 GOAL:

Enhancing care coordination for patients with Opioid Use Disorder and providing EMS clinicians with educational resources and decision-making tools meets the 10X goal pathway of **Health for All** in support of our shared visions of a **Healthy Environment** and **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:
Aneeka Chaudhry
E20638BBECB64AD...

Aneeka Chaudhry, Interim Director
Alameda County Health

FINANCIAL RECOMMENDATION FORM

AGENDA DATE: 10/14/2025

BOARD LETTER SUBJECT: APPROVE THE SUBCONTRACT AGREEMENT WITH PUBLIC HEALTH INSTITUTE IN THE AMOUNT OF $400,000 FOR THE EMERGENCY MEDICAL SERVICES BUPRENORPHINE USE PILOT PROGRAM (EMSBUP) STATE OPIOID RESPONSE IV (SOR IV) FUNDING PROJECT; DELEGATE AUTHORITY TO THE ALAMEDA COUNTY HEALTH INTERIM DIRECTOR OR DESIGNEE TO EXECUTE THE SUBCONTRACT AGREEMENT

BUDGET YEAR: 2026 **FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350155	454900	00000	*HCGEMS790442026*	$280,000
			ORG TOTAL	$280,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	$0

GRAND TOTAL ANTICIPATED REVENUE $280,000

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350155	610000	00000	*HCGEMS790442026*	$280,000
			ORG TOTAL	$280,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	$0

GRAND TOTAL APPROPRIATION $280,000

PHI AGREEMENT No. 07341-AR79044

SUBCONTRACT AGREEMENT

1. This Subcontract Agreement ("Agreement") is entered into between Public Health Institute ("PHI"), as identified in 1 (a), and the Outside Party ("Subcontractor") identified in 2 (a) named below:		
1 (a). **PUBLIC HEALTH INSTITUTE** 555 12th Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500		1(b). PHI's AUTHORIZED REPRESENTATIVE Ariel Isaacson Vice President of Operations and Contracts
1(c). PHI's PROGRAM REPRESENTATIVE Bridge Program Andrew Herring Email: aherring@cabridge.org	1(d). PHI's ADMINISTRATIVE REPRESENTATIVE Matthew Wolf G&C Specialist mwolf@phi.org	1(e). PHI's INVOICES AND PAYMENT CONTACT Any questions, please contact: contracts@bridgetotreatment.org
2 (a). ALAMEDA COUNTY EMS AGENCY 1100 San Leandro Blvd. Suite 200, San Leandro, CA, 94577		2 (b). ALAMEDA COUNTY EMS AGENCY AUTHORIZED REPRESENTATIVE Lauri McFadden- EMS Director Email: Lauri.mcfadden@acgov.org Tele: 510-618-2055
3. AGREEMENT NUMBER: 07341-AR79044		
4. PAYMENT TYPE: Fixed Price/Deliverables		
5. TERM OF THIS SUBCONTRACT AGREEMENT: September 1, 2025 through June 30, 2027		
6. MAXIMUM AMOUNT: $400,000.00		
7. PHI and ALAMEDA COUNTY EMS AGENCY hereby enter into this Fixed Price/Deliverables Agreement in accordance with the hereto attached Terms and Conditions and hereto attached Exhibits, which together are all incorporated as a single Agreement.		
AUTHORIZED SIGNATORY **PUBLIC HEALTH INSTITUTE**		**AUTHORIZED SIGNATORY** **ALAMEDA COUNTY EMS AGENCY**
Signed by: Ariel Isaacson CE862D50A95B457... (Signature)	12/9/2025 (Date)	DocuSigned by: Lauri McFadden EE5CB9B522844B1... (Signature)	12/3/2025 (Date)
Ariel Isaacson		Lauri McFadden	
Vice President of Operations and Contracts		EMS Director	

Approved as to form:
Donna R. Ziegler, County Counsel, County of Alameda

By: Signed by: K. Joon Oh EFDCE3E661894A0...
K. Joon Oh, Deputy County Counsel

SUBCONTRACT AGREEMENT

1. **PERIOD OF PERFORMANCE**: The period of performance for work to be performed in accordance with this Agreement will start on September 1, 2025 and end on June 30, 2027, unless otherwise amended per the terms of this Agreement.

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

3. **TOTAL AMOUNT**: This Agreement is for up to the fixed price amount of $400,000.00 to be paid in accordance with Exhibit B (Payment Schedule).

4. **BUDGET CONTINGENCY**: It is mutually agreed that if the funding for the current budget period or any subsequent budget period(s) under Sierra Health Foundation: Center for Health Program Management and Prime Contract No. 24-40154 (Prime Contract) is reduced or canceled by the California Department of Health Care Services (Funder), PHI shall have the option to either suspend, cancel, or terminate this Agreement, in part or in full, in accordance with Section 30 of this Agreement, or offer, as may be appropriate, to amend this Agreement to reflect the reduced funding. In the event of a suspension, cancellation or termination, PHI and Subcontractor will negotiate in good faith on accounting for an equitable payment for any partially completed deliverables as outlined in Exhibit A.

5. **USE OF FUNDS**: This Agreement will be used in accordance with Exhibit A and Exhibit B. Subcontractor will obtain prior written approval of PHI to make material changes in program objectives, implementation strategy, key personnel, or timetable. Requests will be made in writing.

6. **PAYMENT AND INVOICING**

   A. PAYMENT: Subcontractor will invoice PHI for services rendered in accordance with Exhibit A and according to Exhibit B. Subject to any Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B. All costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP) used by the Financial Accounting Standards Board (FASB).

   Upon approval of Subcontractor's invoices by the PHI's Program Representative listed on page 1, PHI will pay Subcontractor, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately thirty (30) days to allow time for processing by the PHI program and PHI's Accounts Payable.

   B. INVOICING: In order to be paid, all invoices shall include the following information:

      1. Indicate the "Public Health Institute" name as shown on the Agreement;

      2. Include the PHI Agreement Number;

      3. Identify the billing and/or performance period covered by the invoice and provide a description of deliverables completed and payment amount for those deliverables for the same period;

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4. Provide Subcontractor's invoice contact, telephone number and/or email address;
5. Be prepared in accordance with the approved payment schedule identified in Exhibit B; and
6. Be certified in ink, by an electronically scanned copy of a signature, or by verifiable electronic signature (e.g., DocuSign, Adobe, etc.) by the Subcontractor's Authorized Representative (or designee).
7. A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the Subcontractor's Authorized Representative (or designee) for the amount invoiced, with the following statement: "I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project and certify that the amount(s) included on this invoice and ledger are accurate." This certified document may be transmitted electronically to the PHI Invoices and Payment Contact.
8. Subcontractor shall submit the final invoice to PHI no later than thirty (30) calendar days after the end date of the Agreement. PHI will have no obligation to pay Subcontractor for invoices submitted more than thirty (30) calendar days after the date of expiration of the end date, or Budget Period if applicable, for this Agreement.
9. Invoices must be submitted directly to the PHI Invoices and Payment Contact listed on page 1.

7. **RECORD RETENTION**: Subcontractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 2 CFR §200.334 and 45 CFR 75.361. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.

8. **INSPECTION AND AUDIT**: Subcontractor will comply with the audit and inspection compliance requirements in Exhibit C (PHI Prime Terms & Conditions), Sections 3 and 7, and will make the aforementioned financial and other records available to PHI and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription (copying and transcription shall be at PHI's or Funder's expense) at mutually agreed upon times during normal business hours. Subcontractor will grant the aforementioned parties timely and reasonable access at mutually agreed upon dates and times to Subcontractor personnel for the purpose of interview and discussion related to such financial and other records. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.

9. **INTELLECTUAL PROPERTY**: Subcontractor will comply with Funder intellectual property terms as outlined in Exhibit C, Section 4. Any copyrightable works made by Subcontractor under this Agreement will be the sole and exclusive property of the Funder, in accordance with Exhibit C. Subcontractor will incorporate the requirements of this clause and Exhibit C in all lower tier agreements. If requested by PHI, Subcontractor will assist

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PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works.

10. **RIGHTS IN DATA**: PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subcontractor in the direct performance of this Agreement for educational and research purposes only and Funder shall have the rights set forth in 45 CFR § 75.322 and as outlined in Exhibit C.

11. **INDEPENDENT CONTRACTOR**: Subcontractor is an independent contractor, not an employee of PHI or Funder, if applicable. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Subcontractor agrees that it is ineligible for PHI employee benefits and is exclusively responsible for income tax payments, social security, and any and all employment benefits, including but not limited to unemployment insurance and worker's compensation insurance.

12. **CONFIDENTIALITY**: Subcontractor will hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subcontractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked "Confidential" and will be sent to Subcontractor's Authorized Representative. If not marked, information shall be considered "Confidential Information" if a person knowledgeable in the relevant field would conclude from the nature of the information and the circumstances of disclosure that it is the confidential or proprietary property of PHI. Confidential Information shall also include any portions thereof contained in analyses, complications, studies, notes and other material prepared by or in the possession or control of Subcontractor as is specified in this definition. Subcontractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.

    The receiving party shall not consider information disclosed to it by the disclosing party as Confidential Information such information which:

    - is now public knowledge or subsequently becomes such through no breach of this Agreement;
    - is rightfully in the receiving party's possession prior to the disclosing party's disclosure as shown by written records;
    - is disclosed to the receiving party by an independent third party who, to the best of the receiving party's knowledge, is not under an obligation of confidentiality for such information to the disclosing party;
    - is required to be disclosed by law; or
    - is independently developed by or for the receiving party without benefit of Confidential Information received from the disclosing party as shown by written records.

13. **PUBLICATIONS:** Subcontractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subcontractor will send to PHI copies of all papers,

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manuscripts and other materials produced that are related to this Agreement. Subcontractor will incorporate the requirements of this clause in all lower tier agreements.

14. **USE OF NAME:** Neither party will use the other party's name, trade name, trademark, designations, or other logos in any advertisements, press releases, in connection with any products or promotions, marketing materials, or other publicity without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement to satisfy any reporting and funding obligations, or as required by applicable law or regulation, without written permission from the other party. In any such statement, the relationship of the parties shall be accurately described.

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

16. **INSURANCE AND LICENSES**: Subcontractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Subcontractor's domicile, and all other appropriate governmental agencies. Subcontractor's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this Agreement and may constitute grounds for PHI's termination. Subcontractor will provide PHI with a copy of insurance upon request.

17. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, lost goodwill, lost profits, lost business, or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

18. **NON-DISCRIMINATION**: As applicable to this Agreement, Subcontractor will comply with terms as listed in Exhibit C, Section 1, and Exhibit F (State of California Contractor Certification Clauses) Section 1.

19. **AMERICANS WITH DISABILITIES ACT**: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101

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et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

20. **INCORPORATION BY REFERENCE**: All provisions of the Prime Contract issued by Funder that are applicable to this Agreement are hereby incorporated by reference in Exhibits C-F and Subcontractor will comply with them in all respects. Subcontractor expressly waives any right to further notification or explanation of Prime Contract provisions. If any of the Prime Contract provisions directly and irreconcilably conflict with any other provisions of this Agreement, the Prime Contract will take precedence. Subcontractor will incorporate the requirements of this section into lower tier agreements.

21. **CLEAN AIR AND WATER**: Subcontractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251 et seq.). Violations will be reported to HHS and the appropriate Environmental Protection Agency Regional Office.

22. **LOBBYING**: Subcontractor will comply with Funder lobbying restriction terms as outlined in Exhibit D, and will complete, sign, and return Exhibit D – Attachment 1 and Exhibit D – Attachment 2, as applicable. Subcontractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Subcontractor will complete and submit to PHI OMB Standard Form LLL "Disclosure of Lobbying Activities." Subcontractor will incorporate the requirements of this clause in all nonexempt lower tier agreements and require Subcontractor to certify and disclose to it, and forward their disclosures to PHI.

23. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**: Subcontractor shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 ("Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment") and 2 CFR § 200.216 ("Prohibition on certain telecommunications and video surveillance services or equipment"), as applicable.

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

SUBCONTRACT AGREEMENT

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

25. **DEBARMENT CERTIFICATION**: Subcontractor certifies by signing this Agreement that neither it nor its principals (including personnel) participating directly or indirectly in the performance of this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 2 CFR 376. Subcontractor certifies that it is not listed as debarred or suspended in www.sam.gov. Subcontractor will incorporate the requirements of this section in all non-exempt lower tier agreements. Subcontractor will notify PHI should its status herein change. Subcontractor will query www.sam.gov for all non-exempt lower tier covered transactions.

26. **EXECUTIVE ORDER**: Subcontractor is required to comply with the Governor of California's Executive Order N-6-22 (found at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Subcontractor shall incorporate the contents of this clause into each lower tier transaction.

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

28. **DHCS HIPAA BUSINESS ASSOCIATE ADDENDUM**: The Department of Health Care Services has determined that PHI’s Prime Contract may create a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and implementing regulations at 45 CFR Parts 160 and 164 ("HIPAA regulations"). Consistent with the State’s determination, if and when so advised in writing by PHI, Subcontractor shall comply with the HIPAA Business Associate Addendum, a copy of which is attached as Exhibit E of this Agreement. The parties do not anticipate that in fulfillment of the scope of work of this Agreement that either party will receive protected health information from the

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Department of Health Care Services as a covered entity, and/or that either party will convey to the Department of Health Care Services any protected health information.

29. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS**: Subcontractor will require its subcontractors, suppliers, employees, consultants, and agents to comply with all applicable provisions of this Agreement.

30. **TERMINATION**: PHI may suspend or terminate this Agreement at any time by giving written notice of suspension or termination to Subcontractor if the prime award is suspended or terminated in whole or in relevant part. If Subcontractor materially fails to comply with, or materially breaches, any of the terms and conditions of this Agreement, PHI may provide written notice of the breach and Subcontractor shall have ten (10) business days within which to remedy the breach. If Subcontractor fails to remedy the breach within such period, the Agreement automatically shall terminate upon the expiration of the ten (10) day cure period. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If Subcontractor sends or receives a notice of suspension or termination, Subcontractor will cancel as many outstanding obligations as possible, and will provide a full accounting of all non-cancellable obligations for PHI's review and approval. On the date of suspension or termination, Subcontractor will stop work and Subcontractor will not incur any new obligations.

31. **STANDARD TERMS AND CONDITIONS**

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

    B. **EXCUSABLE DELAY:** If Subcontractor is delayed in the performance of its obligations by reason of power failure, acts of government, or acts of God, or other reasons or causes beyond Subcontractor's reasonable control, Subcontractor provides prompt notice to PHI of the nature and circumstances of the delay, and if agreed to in writing by the Parties, performance may be, at PHI's sole discretion, excused for the period of delay and the Agreement may be extended for a period equivalent to the delay.

    C. **INTERFERING CONDITIONS:** Subcontractor will promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve Subcontractor of any responsibilities hereunder.

    D. **WHISTLEBLOWER:** Subcontractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9 or 2 CFR 200.217, as applicable. The Subcontractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Subcontractor will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.

    E. **COMPLIANCE WITH LAW:** Subcontractor will comply with all relevant state and federal statutes and regulations.

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

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

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

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

J. **TRADEMARKS**: Neither party will use the name, trade name, trademark or other designation of the other party or its affiliates in connection with any products, promotion or advertising without the prior written permission of the other party.

K. **WARRANTY**: PHI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright or trademark or other rights.

L. **NON-ASSIGNMENT**: This Agreement is not assignable by Subcontractor without the prior written consent of PHI Authorized Representative.

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

N. **NOTICES**: Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subcontractor's Authorized Representative named on the cover page of this Agreement.

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

P. **AUTHORIZATION**: Subcontractor represents and warrants that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate any agreement between Subcontractor and any other person, firm, or organization.

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EXHIBIT A
SCOPE OF WORK

This program will be supported by the California's State Opioid Response (SOR) IV grant program funded by the California Department of Health Care Services (DHCS). This grant was provided to DHCS by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA). The SOR IV grant supports the DHCS Opioid Response Project, which aims to address the opioid and stimulant use disorder (StUD) crises by improving access to treatment, reducing unmet treatment needs, and reducing opioid and stimulant-related overdose deaths through the provision of prevention, treatment, harm reduction, and recovery service activities.

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

- Assist prehospital agencies to implement EMSBUP.
- Coordinate with Navigators to provide linkage to care.
- Evaluate the effectiveness of the EMSBUP treatment model by collecting de-identified data for the Bridge Patient Outcomes research study and monthly performance metrics.
- Identify linkage to care options for EMS patients with an OUD and provide a system for patients who sign out AMA (Against Medical Advice) to have access to outpatient treatment options. PHI/Bridge will provide all participating LEMSAs with access to materials, training, and technical assistance for navigators, clinicians, nurses, and other hospital staff and stakeholders.

Period of Performance
September 1, 2025 to June 30, 2027

MILESTONES
Phase 1
Milestone Completion Target Date: Within 15 days of distribution of fully executed contract
Payment amount: 10% of approved award (upon submission of below deliverables and reporting form, and invoice)

1. Fully executed contract.
2. Provide the names of the EMS provider agencies participating in EMSBUP implementation.
3. Provide the name and contact information for the following roles of the implementation group.
    a. LEMSA medical director
    b. LEMSA data coordinator
    c. LEMSA point of contact
    d. EMS provider agency medical director
    e. EMS provider agency EMSBUP implementation leader/point of contact

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   f. EMS provider agency clinical education coordinator
   g. EMS provider agency data coordinator
   h. Hospital(s) MAT clinical champion
4. Provide an estimated number of paramedics that will be trained.
5. Provide the names of the hospitals to which EMS transports patients.
6. Reporting form for above deliverables is submitted. (Format to be provided by PHI/Bridge).

Phase 2

Milestone Completion Target Date: January 31, 2026

Payment amount: 30% of approved award (upon submission of deliverables below and reporting form, and invoice)

1. A letter is obtained from the EMS Authority for approval for each LEMSA (if more than one) of the local optional scope of practice application for prehospital buprenorphine administration by paramedics from the California Emergency Medical Services Authority (EMSA).
2. EMSBUP implementation leader has set up recurring meetings with stakeholders and PHI/Bridge which are recommended weekly prior to the paramedics starting to treat patients with buprenorphine.
3. LEMSA data coordinator has completed orientation and training on data reporting.
4. LEMSA has reviewed the schedule for data reporting to DHCS/UCLA. LEMSA will provide quarterly data submissions as described under Section V. Data Reporting: DHCS/UCLA Data.
5. Reporting form for above deliverables is submitted. (Format to be provided by PHI/Bridge).

Phase 3

Milestone Completion Target Date: June 30, 2026

Payment amount: 30% of approved award (upon successful completion of the milestone, submission of deliverables below and reporting form, and invoice)

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

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7. The implementation group meets monthly for case reviews.
8. LEMSA is up-to-date on DHCS/UCLA data reporting.
9. Reporting form for above deliverables is submitted. (Format to be provided by PHI/Bridge).

Phase 4

Milestone Completion Target Date: June 30, 2027

Payment amount: 30% of approved award (upon successful completion of the milestone, submission of deliverables below and reporting form, and invoice)

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

DATA REPORTING: DHCS/UCLA TIMELINE

LEMSAs are required to report data for DHCS/UCLA for each quarter by the 10th of the following month. These metrics are to be determined by DHCS/UCLA and will only include aggregate data.

Quarter	**Time period**	**Due to EMS Bridge**
Quarter 1*	04/01/2025 – 06/30/2025	07/10/2025
Quarter 2*	07/01/2025 – 09/30/2025	10/10/2025
Quarter 3	10/01/2025 – 12/31/2025	01/10/2026
Quarter 4	01/01/2026 – 03/31/2026	04/10/2026
Quarter 5	04/01/2026 – 06/30/2026	07/10/2026
Quarter 6	07/01/2026 – 09/30/2026	10/10/2026

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Quarter 7	10/01/2026 – 12/31/2026	01/10/2027
Quarter 8	01/01/2027 – 03/31/2027	04/10/2027
Quarter 9	04/01/2027 – 06/30/2027	07/10/2027
Quarter 10*	07/01/2027 – 09/29/2027	09/20/2027

*Indicates optional reporting period

EXHIBIT B
PAYMENT SCHEDULE

The Subcontractor will be paid up to the total fixed price amount of $400,000.00 as follows:

PAYMENT SCHEDULE		
Deliverables	**Deliverable Due Date**	**Payment**
Phase 1		
Satisfactory completion of Phase 1 deliverables as listed in Exhibit A, submission of deliverables report, and submission of invoice	Within 15 days of distribution of fully executed contract	$40,000
Phase 2		
Satisfactory completion of Phase 2 deliverables as listed in Exhibit A, submission of deliverables report, and submission of invoice	January 31, 2026	$120,000
Phase 3		
Satisfactory completion of Phase 3 deliverables as listed in Exhibit A, submission of deliverables report, data, and submission of invoice	June 30, 2026	$120,000
Phase 4		
Satisfactory completion of Phase 4	June 15, 2027	$120,000

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deliverables as listed in Exhibit A, submission of deliverables report, data, contractor' release form, and submission of invoice		
Total Amount		**$400,000**

EXHIBIT C
PHI PRIME TERMS & CONDITIONS
SEE ATTACHED

EXHIBIT D
PRIME LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATIONS
SEE ATTACHED

EXHIBIT E
DHCS HIPAA BUSINESS ASSOCIATE ADDENDUM
SEE ATTACHED

EXHIBIT F
STATE OF CALIFORNIA CONTRACTOR CERTIFICATION CLAUSES (CCC)
SEE ATTACHED

EXHIBIT C
PHI PRIME TERMS & CONDITIONS

1. **Federal Equal Opportunity Requirements**
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

   b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No.11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a Contractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Subcontract Requirements

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. When securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
(2) PHI or DHCS may identify the information needed to fulfill this requirement.
(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
   a) A local governmental entity or the federal government,
   b) A State college or State university from any State,
   c) A Joint Powers Authority,
   d) An auxiliary organization of a California State University or a California community college,
   e) A foundation organized to support the Board of Governors of the California Community Colleges,
   f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
   g) Firms or individuals proposed for use and approved by PHI or DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
   h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.

b. PHI or DHCS reserves the right to approve or disapprove the selection of Contractors and with advance written notice, require the substitution of Contractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
    (1) Upon receipt of a written notice from PHI or DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by PHI or DHCS.

c. Actual Contracts (i.e., written agreement between the Contractor and a Contractor) of $5,000 or more are subject to the prior review and written approval of PHI or DHCS. PHI or DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by PHI or DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by PHI or DHCS, make copies available for approval, inspection, or audit.

e. PHI or DHCS assumes no responsibility for the payment of Contractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of Contractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts/Task order for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

3. Site Inspection

The Funder, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

4. Intellectual Property Rights

The PHI or DHCS will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the PHI or DHCS from the moment of creation.

The PHI or DHCS retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

Contractor agrees to cooperate with PHI or DHCS and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce PHI or DHCS's intellectual property rights and interest.

Contractor agrees to cooperate with PHI or DHCS in assuring PHI or DHCS's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the Contractor assigning and agreeing to assign to PHI or DHCS all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the Contractor, Contractor or PHI or DHCS and which result from this Agreement or any subcontract.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining PHI or DHCS's prior written permission, and (b) granting to or obtaining for PHI or DHCS, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below), Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of PHI or DHCS. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

a. Warranties

(1) Contractor represents and warrants that:

a) It is free to enter into and fully perform this Agreement.
b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by PHI or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non- disclosure obligation, or other proprietary right or interest of any third- party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entities

e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to PHI or DHCS in this Agreement.
g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) PHI and DHCS make no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

b. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless PHI or DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of PHI or DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. PHI or DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against PHI or DHCS.
(2) Should any Intellectual Property licensed by the Contractor to PHI or DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve PHI or DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to PHI or DHCS. PHI or DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for PHI or DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate PHI or DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges PHI or DHCS would suffer irreparable harm in the event of such breach and agrees PHI or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

c. Federal Funding

In any agreement funded in whole or in part by the federal government, PHI or DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

d. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

5. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior PHI or DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Contractor to conduct routine business matters.

6. Documents, Publications and Written Reports (Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

7. Financial and Compliance Audit Requirements

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable. statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.
   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Debarment and Suspension Certification (Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the PHI Program Representatives.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the PHI or DHCS may terminate this Agreement for cause or default.

9. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
e. Contractors of federal agencies are required to certify that they will provide drug- free workplaces for their employees.

10. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

11. Use of Small, Minority Owned and Women's Businesses (Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

12. Contract Uniformity (Fringe Benefit Allowability) (Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, PHI or DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to PHI or DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

13. Public Communications

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informedchoices."

14. SAMSHA Use of Funds Restrictions

a. Contractor shall not use any funds made available under this Agreement to:

(1) Pay for any contingency management treatment activities;
(2) Pay for any lease beyond the State Opioid Response Project period, or prepay any other expense beyond the project period;
(3) Pay for patient housing;
(4) Pay for cleaning supplies, and hand sanitizers as personal protective equipment;
(5) Pay for telehealth equipment for use by clients or patients;
(6) Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.).
(7) Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access and retention in prevention and treatment programs; or
(8) Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Meals are generally unallowable. Funds may be used for light snacks, not to exceed $10.00 per person per day.
(9) The cost of food or meals are unallowable, even if they are considered an integral part of a conference or gathering.

b. Funds shall not be used for services that can be paid through other accessible sources of funding, such as Title XIX of the Social Security Act, other federal discretionary and formula grant funds, non-federal funds, third party insurance, and sliding scale self-pay, among others.

c. Funds shall not be utilized to pay for services covered by Medi-Cal for individuals who qualify for Medi-Cal but do not apply.

d. Funds shall not supplant current funding of existing activities Program income revenue generated by providing services must first be used to pay for programmatic expenses related to proposed activities.

e. Funds allocated under this contract must be expended within each budget year.

EXHIBIT D
PRIME LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATIONS

Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

1. Certification and Disclosure Requirements
    a. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
    b. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
    c. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
        i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
        ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
        iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
    d. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
    e. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

2. Prohibition: Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Alameda County EMS Agency	Lauri McFadden
Contract / Grant Number	Signature of Person Signing for Contractor
No. 07341-AR79044	DocuSigned by: Lauri McFadden E5CB9B522844B1...
Date	Title
12/3/2025	EMS Director

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year_____quarter_____ date of last report_____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
○ Prime ○ Subawardee Tier____, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	DocuSigned by: Lauri McFadden
Print Name:	Lauri McFadden
Title:	EMS Director
Telephone Number:	510-495-4676
Date:	12/3/2025

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Exhibit E
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

EXHIBIT F
CONTRACTOR CERTIFICATION CLAUSES

Contractor Certification Clauses (CCC) 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Alameda County EMS Agency	94-6000501
By (Authorized Signature) DocuSigned by: Lauri McFadden EE5CB9B522844B1...	
Printed Name and Title of Person Signing Lauri McFadden	
Date Executed 12/3/2025	*Executed in the County of* Alameda

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.