

## **FOSTER YOUTH SUBSTANCE USE DISORDER PROJECT** **SUBCONTRACTOR AGREEMENT**

This Subcontractor Agreement (the “Agreement”) is made and entered into as of **July 1, 2024** (the “Effective Date”) by and between Sierra Health Foundation: Center for Health Program Management (“The Center”) and **County of Yolo**, a Nonprofit (“Subcontractors”) for the Foster Youth Substance Use Disorder Project.

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

### **1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR**

1.01. Prime Contract. The Center and the State of California Department of Health Care Services (the “Funder”) entered into that certain Standard Agreement (#23-30301) dated July 1, 2023 (the “Prime Contract”), for the Foster Youth Substance Use Disorder Project (the “Project”) where by The Center agreed to develop and implement the Foster Youth Substance Use Disorder Evidence-Based and Promising Practices Program to provide evidence-based models and promising practices to serve foster youth with substance use disorders including those who are residing in family-based settings.

The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: [Prime Contract](#). The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, including providing all information required by the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center’s employees, including but not limited to disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers’ compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

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

details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Term. The term of the Agreement period will commence on **July 1, 2024**, and will continue thereafter until **June 30, 2025** (the “Expiration Date”) or earlier termination in accordance with the terms of this Agreement (the “Term”).

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor’s performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subcontractor’s failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the “ABC” test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.07. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations (including without limitation all applicable labor, employment, immigration, and anti-discrimination laws, rules and regulations).

1.08. Federal Laws. Subcontractor shall comply with the following federal laws incorporated by reference in the Prime Contract.

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

(b) Federal Requirements. As incorporated by reference in the Prime Contract, the Subcontractor shall comply with the following Federal laws:

i. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended.

ii. Age Discrimination Act of 1975 (45 CFR Part 90).

iii. Section 1557 of the Affordable Care Act.

iv. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).

1. California Government Code Section 11135 codifies the protections of Title II of the Americans with Disabilities Act.

v. Section 504 of the Rehabilitation Act of 1973.

vi. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.

vii. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

viii. Byrd Anti-Lobbying Amendment (31 USC 1352).

1. The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ix. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

1. The Subcontractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

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

1.10. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until 3 years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

## 2. COMPENSATION

2.01. Total Award Amount to Subcontractor. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, “Compensation”), whether paid pursuant to the deliverables procedure described in Section 2.02 below, shall not exceed **\$134,853.40** (“Total Award Amount to Subcontractor”) in accordance to the following fixed payment schedule:

(a) Payment 1 – 50% of the Total Award Amount upon the later of (i) the execution of this Agreement or (ii) The Center’s receipt of funding for the Project from the funding agency and after all insurance requirements in the **Insurance Requirements Attachment** are met;

(b) Payment 2 – 50% of the Total Award Amount following receipt and approval of Progress Data Report 1 and Progress Financial Report 1.

2.02. **Compensation.** In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in the **Budget Attachment**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Award Amount to Subcontractor. Unless otherwise required by the Prime Contract, deliverables shall be submitted as completed corresponding to the **Scope Services & Deliverables Schedule Attachment**. Subcontractor’s duty to submit the described deliverables documentation in accordance with this Section 2.02 is a condition precedent to payment and to The Center’s obligation to make any payment to Subcontractor under this Section 2.02. Deliverables documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the authorized address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within thirty (30) days after The Center’s receipt of approved deliverables. The Center will review all submitted financial reports against the approved budget and require detailed expenditure listings to support costs. Additionally, a desk audit may be requested. If The Center cannot determine whether an expense should be allowed because report detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.03. **Unauthorized Services.** Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.04. **Deliverables Instructions.** Subcontractor will submit financial reports as described in the Deliverables Schedule attached hereto as the **Scope of Services & Deliverables Schedule Attachment**.

### 3. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR**

3.01. **Non-Exclusive Relationship.** Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. **Conflict of Interest.** Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. **All Licenses.** Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, certifications, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly

provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

- 3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.
- 3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of deliverables pursuant to Section 2.02, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.
- 3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.
- 3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center, documentation, records, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

#### 4. INSURANCE/INDEMNITY

- 4.01. Insurance. Without limiting Subcontractor's duty of indemnification as set forth in Section 4.02 below, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of the **Insurance Requirements Attachment**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center.
- 4.02. Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.02. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

## 5. NONDISCRIMINATION

- 5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment. Subcontractor represents that it is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), Title VII of the Civil Rights Act of 1964 as amended, The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504 and regulations and guidelines issued pursuant thereto.
- 5.02. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

## 6. TERMINATION OF AGREEMENT

- 6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.
- 6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:
- (a) Default under Section 6.03; or
  - (b) Disability or death of Subcontractor; or
  - (c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

### 6.03. Termination for Default.

- (a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.
- (b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.02 within thirty (30) days following the date such payment is due,

Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

## **7. CONFIDENTIALITY**

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

## **8. GENERAL PROVISIONS**

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.06 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such

circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

- 8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission (“e-mail”) that provides for proof of receipt, to the parties at the addresses appearing below the parties’ signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.
- 8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.
- 8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.
- 8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 8.08. Attorneys’ Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.
- 8.10. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.
- 8.11. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.
- 8.12. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center’s safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan (“Safety Plan”) upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor’s employees; emergency training required for Subcontractor’s employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial

Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

- 8.13. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in the **Dispute Resolution Provisions Attachment**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
- 8.14. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in the **Dispute Resolution Provisions Attachment** attached hereto and incorporated herein.
- 8.15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.
- 8.16. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.
- 8.17. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

Scope of Services & Deliverables Schedule Attachment

Budget Attachment

Special Terms and Conditions from Prime Contract

HIPAA Business Associate Addendum

Dispute Resolution Provisions Attachment

Insurance Requirements Attachment

*(Signature page to follow)*

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

**The Center:**

BY : \_\_\_\_\_  
Kaying Hang  
President

DATE: \_\_\_\_\_

**Subcontractor:**

BY: \_\_\_\_\_  
Lucas Frerichs, Chair

DATE: \_\_\_\_\_

**The Center  
Program Contact:**

Ray Green  
Program Officer  
1321 Garden Highway, Suite 210  
Sacramento, CA 95833

**Subcontractor Name and Address:**

**County of Yolo**  
Nolan Sullivan  
Agency Director  
137 N. Cottonwood Street  
Woodland, CA 95695

**Subcontractor Contact Information:**

[HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)  
(530) 680-3826

**Subcontractor Tax ID:**

94-6000548

**Contract Number:**

CA24FYS0871

**Approved as to Form:**

Philip J. Pogledich, County Counsel

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

## ATTACHMENT

### SCOPE OF SERVICES & DELIVERABLES SCHEDULE

#### Scope of Services

The Project funds organizations to implement evidence-based models and promising practices to serve foster youth with substance use disorders, including those who are residing in family-based settings. Models and practices funded with the Project must include, at minimum, trauma-informed approaches to serving foster youth, harm-reduction approaches in service delivery, post treatment support planning, and training for clinical service providers to support foster youth with co-occurring substance use and mental health needs.

Activity	Deliverables*	Timeframe
Attend Foster Youth Substance Use Disorder Project Orientation webinar	Webinar attendance	July 2024
Complete subcontractor contract requirements which include: <ul style="list-style-type: none"> <li>• Insurance requirements</li> </ul>	Contract execution	July- August 2024
Attend the Data Reporting Webinar and Financial Report Office Hours to prep for submission of Foster Youth Substance Use Disorder Project Progress Data and Financial Reports, both 1 and 2, and the Cumulative Narrative Report.	Webinar and office hours attendance	Foster Youth Substance Use Disorder Project Startup Period
Reporting requirements: <ul style="list-style-type: none"> <li>• Progress data and financial reports</li> <li>• Financial report 2, and</li> <li>• Cumulative narrative report</li> </ul>	Report submissions by the deadlines	To follow report schedule as provided
Implementation of the following activities with a primary focus to serve foster youths with substance use disorders: <ul style="list-style-type: none"> <li>• Evidence-based or promising practice(s) to provide services addressing substance use disorders in foster youth.</li> <li>• Objectives and required approaches for evidence-based or promising practice(s) as identified in the Foster Youth Substance Use Disorder Project Request for Applications.</li> </ul>	Activities conducted and data reported in progress data reports	Throughout the contract period
Attendance at annual Learning Collaborative meetings	Learning Collaborative meeting attendance	To occur within the Foster Youth Substance Use Disorder Project term dates.

\* Please refer to the Deliverables Schedule table below for specific deliverable due dates.

## Deliverables Schedule

<b>Report</b>	<b>Reporting Period</b>	<b>Due Date</b>
Startup Narrative Report	July 1, 2024 - September 30, 2024	October 30, 2024
**Progress Data Report 1	July 1, 2024 – December 31, 2024	January 31, 2025
**Progress Financial Report 1	July 1, 2024 – December 31, 2024	January 31, 2025
***Progress Data Report 2	January 1, 2025 – June 30, 2025	July 31, 2025
***Financial Report 2	January 1, 2025 – June 30, 2025	July 31, 2025
***Cumulative Narrative Report	July 1, 2024 – June 30, 2025	July 31, 2025

\*\*The second and final payment, equal to 50% of total award amount, will be released upon receipt, review, and approval of Progress Data Report 1 and Progress Financial Report 1.

\*\*\*All reports, including the Progress Data Report 2, Progress Financial Report 2, and the Cumulative Narrative Report must be submitted by the report due dates in order to close the Foster Youth Substance Use Disorders Project Agreement and be in good standing.



## **ATTACHMENT**

### **SPECIAL TERMS AND CONDITIONS FROM PRIME CONTRACT**

This Attachment incorporates by reference the provisions of the Prime Contract which apply to this Subcontractor Agreement. Please reference the applicable provisions in Exhibit D(C).

1. Travel and Per Diem Reimbursement
2. Site Inspection
3. Intellectual Property Rights
4. Confidentiality of Information
5. Documents, Publications and Written Reports
6. Subcontract Requirements
7. Progress Payment Withholds
8. Prohibited Use of State Funds for Software
9. Procurement Rules
10. Equipment/Property Ownership / Inventory / Disposition
11. Suspension or Stop Work Notification
12. Public Communications
13. Audit and Record Retention

**ATTACHMENT**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

## ATTACHMENT

### DISPUTE RESOLUTION PROVISIONS

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this Attachment shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this Attachment.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this Attachment, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment, receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing

must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

The Center

Subcontractor

By: \_\_\_\_\_

By: \_\_\_\_\_

## ATTACHMENT

### INSURANCE REQUIREMENTS

**INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

- a. Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of this Agreement.
- b. Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
- c. Professional E&O Insurance.** Subrecipient shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this Agreement.
- d. Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

- e. Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
- f. Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than \$1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
- g. Cyber Liability Insurance** including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims made coverage is acceptable. Such coverage must include:
- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
  - Administrative expenses for forensic expenses and legal services.
  - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
  - Identify event service expenses for identity theft education, mailing of materials, credit file monitoring to mitigate effects of personal identity event, post event services.
- The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.
- h. General Insurance Provisions.** Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center. Subcontractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.