



YOUTH OPIOID GRANT AGREEMENT

This Youth Opioid Grant Agreement (“Agreement”) is entered into by and between Partnership HealthPlan of California (“PHC”), a public entity contracted with the Department of Health Care Services (“DHCS”), and County of Humboldt (“Participating Site”). This Agreement is effective October 1, 2019 (“Effective Date”). PHC and Participating Site may each individually be referred to herein as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, PHC is a non-profit, community-based health care organization that contracts with DHCS to administer Medi-Cal benefits through local care providers to Medi-Cal managed care beneficiaries to ensure those beneficiaries have access to high-quality, comprehensive, cost-effective health care. PHC provides quality health care to over 551,000 Medi-Cal beneficiaries (“Members”).

WHEREAS, PHC provides services to 14 Northern California counties – Del Norte, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Shasta, Siskiyou, Solano, Sonoma, Trinity and Yolo.

WHEREAS, PHC desires to partner with County of Humboldt to develop community education and outreach, focused on the topic of addiction and opioid use, specifically to youths ages 12-24.

WHEREAS, PHC will engage the County of Humboldt through a designated adult community leader. The designated adult community leader will engage youth teams that will be the primary drivers of the campaign direction and materials. The adult community leader will be utilized to effectively engage the youth teams in community outreach and education and to help youths make real changes in their communities. The Agreement shall refer to the outreach described in this recital as the “Project”.

WHEREAS, PHC desires to retain County of Humboldt to increase youth engagement to effectively address youth substance use disorders through media and outreach activities.

WHEREAS, County of Humboldt desires to provide these youth engagement services and is able to perform the responsibilities and adhere to the terms and conditions as set for the in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, it is agreed by and between the Parties hereto as follows:

I. PARTICIPATING SITE RESPONSIBILITIES/DELIVERABLES

- A. Identify an adult community leader from County of Humboldt who will serve as the lead for the Project.
- B. Notify PHC immediately of any change in the adult community leader or key personnel participating in the Project and/or responsible for achieving the Agreement’s purposes.
- C. Identify a team of youths to drive campaign materials and direction for community outreach and education around youth substance use and youth opioid use.
- D. Provide a pre-campaign assessment of youth opioid use and youth substance use and addiction by December 31, 2019.
- E. Provide a post-campaign assessment of youth opioid use and youth substance use and addiction by August 15, 2020.

- F. Develop and disseminate education and outreach materials to youths in communities that are the target of the Project focused on youth substance use and opioid use, utilizing up-to-date technology, social media, and a communications/media agency if appropriate.
- G. Identify best use of technology and social media to formulate outreach that is most impactful to youth.
- H. Submit education and outreach materials for review and approval by PHC.
- I. Where appropriate, connect the youth teams with opioid coalitions, school systems, probation departments, county health systems, local substance use providers, and local civic leaders in the communities targeted by the Project.
- J. Attend a monthly conference call, time and date to be determined, with the PHC Project lead.
- K. Attend in-person learning collaboratives hosted by Advocates for Human Potential (AHP), at dates and times to be determined, and as identified by the PHC grant Project lead. A minimum of four (4) learning collaboratives will be scheduled.
- L. Submit mid-grant and budget reconciliation reports on a PHC-provided template, by January 15, 2020.
- M. Submit final grant and final budget reconciliation reports on a PHC-provided template, by August 15, 2020.

II. FEES/FEE SCHEDULE/PAYMENT TERMS

PHC shall disburse the grant amount to Participating Site as follows:

Disbursement and Amount	Scheduled Date	Deliverables
\$56,250.00	Upon Effective Date.	Initial funding for Lead Agency, education and outreach activities.
\$18,750.00	Within 30 days of expiration of Agreement if Participating Site spent initial funding in accordance with the terms of this Agreement.	Final grant report and budget reconciliation and proof of expenditures to cover remaining amount funded.
\$3,750.00	Within 30 days of receiving invoice	Travel to Learning Collaboratives*
Total Budget: \$78,750.00		
Participating Site shall not be entitled to any additional disbursements if PHC terminates this Agreement prior to the expiration date. *All travel expenses must comply with DCHS Travel Reimbursement information policy, Exhibit A.		

III. TERM AND TERMINATION

- A. **Term.** The Agreement shall commence on the Effective Date and will remain in force until August 15, 2020, unless terminated under Section III.B.
- B. **Cancellation/Termination.** Either Party may terminate this Agreement upon thirty (30) days' prior written notice, via USPS or electronic mail, to the other Party.

- C. **Return of Grant Funds.** If Participating Site violates, in PHC’s sole determination, the terms of this Agreement, PHC may, in addition to any other legal remedies it may have, refuse to make future grant payments and demand the immediate return of all or any unexpended portion of grant funds. Participating Site shall immediately comply with such PHC demands.

IV. **OTHER PROVISIONS**

- A. **Disputes.** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the Parties are unable to informally resolve any dispute arising out of or relating to this Agreement, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Walnut Creek, California, in accordance with the commercial dispute rules then in effect of the Judicial Arbitration and Mediation Services (“JAMS”). The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties’ express agreement and intent that the arbitrator at all times promote efficiency without denying either Party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys’ fees and costs. This provision shall survive the termination of this Agreement.
- B. **Entire Agreement.** This Agreement, with its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement. This Agreement cannot be assigned or delegated to another entity by either Party.
- C. **Amendment.** Except as may otherwise be specified in this Agreement and any applicable attachments, the Agreement (including its attachments) may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.
- D. **Waiver/Estoppel.** Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing from the other Party. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.
- E. **Non-Discrimination.** Participating Site and its subcontractors, employees, and agents shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under state and federal law. Participating Site and its subcontractors, employees, and agents shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

- F. Compliance with Law.** PHC is a public agency subject to the laws of the California Public Records Act (CPRA). Participating Site agrees to comply with all federal, state and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State of California, or locally, to assure quality of service. Participating Site agrees to comply with all applicable state, federal, and local laws and regulations during the term of this Agreement.
- G. Audit.** PHC reserves the right to audit data submissions prior to payment of grant funds under this Agreement. Upon request, Participating Site agrees to provide copies of the supporting documentation based on the obligations of this Agreement.
- H. Monitoring and Records.** PHC may monitor and evaluate County of Humboldt's operations under this Agreement, including observing County of Humboldt's programs and premises. County of Humboldt shall keep adequate records to substantiate expenditures from Agreement's funds. County of Humboldt shall make its books, financial records, and other documents and materials pertaining to the grant funds and this Agreement available to PHC at reasonable times for review and audit and shall comply with all reasonable requests of PHC for information and interviews regarding the use of grant funds. In addition, County of Humboldt shall provide PHC with copies of any publications or other materials produced in full or in part with grant funds.
- I. Force Majeure.** Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance that is beyond the reasonable control of the Party obligated to perform and that by the exercise of reasonable diligence such party is unable to Prevent (each a "Force Majeure Event"), then, and only upon giving the other party notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail of the Force Majeure Event, such Party's duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party's performance for more than ten (10) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement upon written notice to the Party that is unable to perform its obligations under this Agreement. Neither Party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party shall not be deemed Force Majeure Events.
- J. Liability.** Participating Site indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Participating Site related to the services funded under this Agreement, negligence of Participating Site, or breach of any term of this Agreement by Participating Site.

- K. Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.
- L. Counterparts.** This Agreement may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.
- M. Survival of Terms.** Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied. This includes Sections IV.A and IV.I.
- N. Authorizations.** Each Party warrants that it has the full right, power and authority to enter into and fully perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound.
- O. Interpretation.** The provisions of this Agreement have been examined by counsel for each Party, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.
- P. Recitals and Exhibits.** The recitals and any exhibits set forth in this Agreement are made a part of the Agreement by this reference.
- Q. Governing Law.** This Agreement shall be governed by the laws of the State of California.
- R. Acknowledgement of Financial Support.** In performing the Project, PHC or County of Humboldt shall inform all persons admitted to any of the treatment programs, and all persons engaged in any of the planning, prevention, or intervention programs, and all other stakeholders, that the Project is funded by a federal grant under the State Opioid Response program. PHC or County of Humboldt shall acknowledge this source of funding in any and all public information released regarding the Project. Such releases shall contain a credit reading substantially as follows:

“This service is supported by a federal grant under the State Opioid Response program, with funding provided by the California Department of Health Care Services.”

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA (“PHC”)**

**COUNTY OF HUMBOLDT (“Participating
Site”)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Department of Health Care Services Travel Reimbursement Information

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms “contract” and/or “subcontract” have the same meaning as “grantee” and/or “sub grantee” where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating the State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. “Headquarters” is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel statue for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 3 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$ 110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$ 120.00 plus tax
Counties of Monterey and San Diego	\$ 125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$ 140.00 plus tax
City of Santa Monica	\$ 150.00 plus tax
San Francisco	\$ 250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

(2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental Expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope of statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed for actual lodging expenses, supported by a receipt, and maybe reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c.(2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
 - e. In computing allowances for continuous periods of travel of less than 24 hours consult the chart appearing on Page 3 of this document.
 - f. No mean or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS, shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a range change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private care mileage; parking fees; bridge tolls; taxis, bus, streetcar fares; and auto rental fees when substantiated by a receipt.

4. Auto mileage reimbursement: If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **0.580 cents** maximum per mile. If a contractor uses his/her or a company car “in lieu of” airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period.	And this condition exists...	Meal allowed with receipt
Less than 24 hours	<ul style="list-style-type: none"> ➤ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m..... ➤ Trip ends at least one hour after the regularly scheduled workday..... ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or incidentals cannot be claimed on one-day trips.</i></p>	<p>Breakfast</p> <p>Dinner</p>
24 hours or more	<ul style="list-style-type: none"> ➤ Trip begins at or before 6:00 a.m..... ➤ Trip begins at or before 11:00 a.m..... ➤ Trip begins at or before 5:00 p.m..... 	<p>Breakfast</p> <p>Lunch</p> <p>Dinner</p>
More than 24 hours	<ul style="list-style-type: none"> ➤ Trip ends at or after 8:00 a.m..... ➤ Trip ends at or after 2:00 p.m..... ➤ Trip ends at or after 7:00 p.m..... 	<p>Breakfast</p> <p>Lunch</p> <p>Dinner</p>
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		