

MEMORANDUM OF AGREEMENT

Isla Vista Community Services District and Aegis/Pinnacle Treatment Centers

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) dated December 12, 2023, between **Isla Vista Community Services District** located in Isla Vista, California, represented by Jonathan Abboud, General Manager and **Aegis/Pinnacle Treatment Centers** (“Aegis”) located in Santa Barbara, California, represented by Dr. Sarah Khawaja-Laljani, Senior Director of Grants and Patient Services is a cooperative understanding of both parties, collectively referred to as “the Parties”.

II. PREAMBLES

WHEREAS, this Agreement has as its objective the collaboration and participation of the organizations for the promotion of equitable access to harm reduction and health supplies; and for this reason, this Agreement facilitates the addition of a health vending machine to **Isla Vista Community Services District** in an effort to decrease opioid related morbidity and mortality rates. All parties will comply with state and federal regulations regarding privacy and confidentiality. No patient health information will be shared between parties.

WHEREAS, the missions of the Parties are complementary;

THEREFORE, the Parties wish to work together and in compliance with the following clauses:

III. GOAL

The Parties will collaborate to procure a new outdoor health vending machine from IDS to be installed at Isla Vista Community Services District at 970 Embarcadero Del Mar, Isla Vista, CA 93117. Once installed, the health vending machine will be stocked and maintained on an ongoing basis by both parties. Data entry, management, and reporting will also be conducted continuously to ensure the intervention is responsive to community needs and demand for harm reduction and health supplies. Through this collaboration, the Parties seek to reduce opioid related morbidity and mortality rates.

IV. RESPONSIBILITIES OF AEGIS

Aegis will fund the procurement of an outdoor pin code health vending machine as well as the iQTechPortal software subscription from IDS, as outlined in the IDS Purchase Order. **Aegis** will provide Naloxone, Fentanyl Test Strips, and Xylazine Test Strips for the health vending machine for the MOU period. With the support of **Aegis**, **Isla Vista Community Services District** will participate in the health vending machine ordering process by providing a high-quality PNG file of its logo to be featured on the machine, approving the design of the wrap for the machine, and providing requested material to complete application and ordering process in a timely manner. **Isla Vista Community Services District** will review quarterly reports provided by **Aegis** and participate in any team meetings as scheduled. **Isla Vista Community** will assist **Aegis** in the promotion of the new health vending machine in the community.

V. RESPONSIBILITIES OF ISLA VISTA COMMUNITY SERVICES DISTRICT

Isla Vista Community Services District will support the ordering process as outlined above in Section IV. **Isla Vista Community Services District** will house the health vending machine outside at the address **970 Embarcadero Del Mar, Isla Vista, CA 93117**. They will cover the electrical costs to power the health vending machine. **Isla Vista Community Services District** will be responsible for maintenance costs related to the health vending machine. **Isla Vista Community Services District** will also cover the costs of the annual software

subscription for the iQTechPortal in Year 2 and onward. **Isla Vista Community Services District** will also review quarterly reports and participate in any team meetings as scheduled. **Isla Vista Community Services District** will coordinate with **Aegis** to conduct participant recruitment, registration, survey research, and qualitative interviews on site as applicable. **Isla Vista Community Services District** will support the promotion of the health vending machine by posting flyers in the community and on its website. Finally, **Isla Vista Community Services District** will also be providing harm reduction products in the health vending machine such as: _____

VI. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations are:

Isla Vista Community Services District

Jonathan Abboud
General Manager
970 Embarcadero Del Mar, Isla Vista, CA 93117
310-734-9791

Aegis/Pinnacle Treatment Centers

Dr. Sarah Khawaja-Laljiani
Senior Director of CA Grants and Patient Services
1235 McHenry Ave suite a & b, Modesto, CA 95350
916-220-2753

Such Principal Contacts may be changed in writing from time to time by their respective Parties.

VII. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party.

The MOU may be renewed at the end of this period by mutual written agreement by the Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by the Parties.

Any Party may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Parties.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

VIII. NO JOINT VENTURE

The Parties agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. No Parties will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

IX. **DISPUTE RESOLUTION**

The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Parties through mediation if Parties can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Parties waives its legal rights to adjudicate this Agreement in a legal forum.

Isla Vista Community Services District

Jonathan Abboud
General Manager

Date: _____
To Expire: _____

Aegis/Pinnacle Treatment Centers

Dr. Sarah Khawaja-Laljani
Senior Director of Grants and Patient Services

Date: _____
To Expire: _____