

FUNDING OUT AGREEMENT #6112
Mobile Dental Clinic Equipment

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Community Health Center, a non-profit community health center qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3), commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 4327 Golden Center Drive, Placerville, CA 95667, whose Agent for Service of Process is Judy Stein, 3108 Ponte Morino Drive, Suite 130, Cameron Park, CA 95682 (hereinafter referred to as "Subrecipient");

RECITALS

WHEREAS, County's Health and Human Services Agency, Public Health Division, has successfully applied for and received funding through a California Department of Public Health (CDPH) Oral Health Program, Local Oral Health Plan Grant to implement the El Dorado County Oral Health Program; and

WHEREAS, the purpose of the Grant #17-10689 (Grant) is to provide activities that support the State oral health plan to build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community; and

WHEREAS, County, as the primary recipient of the Grant has identified needs that fall within the scope and purpose of the grant, and submitted a plan at the time of application for the grant to subaward funds to a community partner for the purposes of equipment acquisition; and

WHEREAS, El Dorado County Community Health Centers (EDCCHC) is a community partner, identified in the application, that currently operates a mobile oral health prevention and treatment system serving El Dorado County; and

WHEREAS, the grant funding provided herein will provide a valuable public service that will support expansion of EDCCHC's mobile dental clinic thereby increasing its capabilities in order to overcome geographic barriers to obtaining oral health care, a common factor impacting the underserved, including in rural populations in El Dorado County; and

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant's stated purpose;

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

ARTICLE I

Payment and Use of Funds: For the sole purpose of purchasing all items detailed in the table below, County agrees to reimburse up to a maximum amount of \$85,000 to Subrecipient following final execution of this Agreement and within forty-five (45) days of receipt and approval of a Statement of Funds to include an original invoice(s) on Subrecipient’s letterhead referencing this Agreement #6112 and CDPH Grant Agreement No. 17-10689. Copies of paid vendor invoices for purchased items must be included for reimbursement. The “Item Description” from the table below shall be identified for each line item listed on the invoice.

Item Description	Total Purchases Not to Exceed
Preventive Care: Dental Diagnosis and Care Planning (Go 2D Pan, Administrative configuration, installation, and training); Preventive Care: Dentistry and Hygiene Equipment and Supplies Purchase and Repair; Network Communications Equipment and Supplies for field work; and Dental Van Maintenance and Repairs.	\$85,000.00

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

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667 Or email to (preferred method): PHinvoice@edcgov.us	EDC Community Health Center 4327 Golden Center Drive Placerville, CA 95667

All funding shall be used for the purchases identified herein above and not overhead costs. Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall continue through June 30, 2022, or until the final statement of funds report has been accepted by the County unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled, “Termination of Agreement” or “Fiscal Considerations.”

ARTICLE III

Audits, Compliance, and Monitoring:

- A. Subrecipient shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Subrecipients receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Subrecipient until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Subrecipient be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Subrecipient shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled, "Termination of Agreement."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE IV

Local Sourcing: Subrecipient shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

ARTICLE V

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

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Reports Required: Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in accordance with this Agreement in

order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying, as well as access for a site visit to inventory the purchased items.

Upon request by County, Subrecipient shall make available copies of any procurement system guidelines, invoices, bids, and other information that was used in the purchase of said items.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

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

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

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

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

Furthermore, CDPH reserves the right to cancel Grant #17-10689, from which this Sub Grant is awarded. In the event County is notified of cancellation of Grant #17-10689, County reserves the right to terminate this Sub Grant pursuant to the Article, titled "Compliance with applicable terms and conditions from Grant agreement #17-10689" Section N., "Cancellation/ Termination" below.

ARTICLE XII

Audit by California State Auditor:

Subrecipient agrees that the Subrecipient acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Subrecipient shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Reference to Agreement # 6112 shall be included in all notices. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT
HHS-Contracts@edcgov.us

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

or to such other location as the County directs.

Notices to Subrecipient shall be addressed as follows:

EL DORADO COUNTY COMMUNITY HEALTH CENTER
4327 GOLDEN CENTER DRIVE SUITE 2
PLACERVILLE, CA 95667

or to such other location as the Subrecipient directs.

ARTICLE XIV

Administrator: The County Officer or employee with responsibility for administering this Agreement Kristin Becker, Program Manager, Public Health Division, Health and Human Services Agency, or successor.

ARTICLE XV

Change of Address: In the event of a change in address for Subrecipient's principal place of business, Subrecipient's Agent for Service of Process, or Notices to Subrecipient, Subrecipient shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Termination of Agreement: This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold the County and State harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Subrecipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Subrecipient, subcontractors(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

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

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Subrecipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Subrecipient in the performance of the Agreement.
- D. In the event Subrecipient is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Subrecipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Subrecipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient fails to keep in effect at all times insurance coverage as herein provided, County may, in addition

to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Subrecipient's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Subrecipient cannot provide an occurrence policy, Subrecipient shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Subrecipient attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such

employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Subrecipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article titled, "Termination of Agreement."

ARTICLE XX

Nondiscrimination:

- A. County may require Subrecipient's services on projects involving funding from various state and/or federal agencies, and as a consequence, Subrecipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Subrecipient and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Subrecipient shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Subrecipient and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Subrecipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Subrecipient's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Subrecipient shall comply with **Exhibit A**, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Subrecipient shall acknowledge compliance by signing and returning **Exhibit A** upon request by County.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

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

ARTICLE XXIII

Compliance with Laws, Rules and Regulations: Subrecipient shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, policies, statutes, rules, and regulations governing its conduct, including all applicable state and/or federal conflict of interest laws.

ARTICLE XXIV

Compliance with applicable terms and conditions from Grant agreement #17-10689:

Subrecipient, by signing this Agreement, becomes a Subrecipient of funds awarded to the County via the January 1, 2018- June 30, 2022 California Oral Health Program Local Oral Health Plan Grant Agreement #17-10689 awarded by California Department of Public Health (CDPH). As such, Subrecipient agrees to adhere to all applicable terms and conditions from the Grant Agreement #17-10689, or as subsequently amended or replaced, including those stated in the Exhibits incorporated within the Agreement, available at <http://www.edcgov.us/HHSAForContractors/> including but not limited to the below conditions.

A. ADDITIONAL INCORPORATED DOCUMENTS: The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the County with copies of said documents and any periodic updates thereto, under separate cover. Documents may be accessed by subgrantee at: *1. Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application* <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022%20Phase%20I%20LHJ%20LOHP%20Guidelines%208-23-17%20-%20ADA%205-14-18.pdf>

B. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Subrecipient 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

C. AVOIDANCE OF CONFLICTS OF INTEREST BY SUBRECIPIENT:

1. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require

the Grantee/Subrecipient to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

2. Conflicts of interest include, but are not limited to:
 - (a) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - (b) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
3. If CDPH is or becomes aware of a known or suspected conflict of interest, the County will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein. In the event termination of Grant occurs due to conflict of interest, Subrecipient award shall be terminated pursuant to Section N above, "Cancellation / Termination"

D. CANCELLATION / TERMINATION: The following conditions are applicable to County Grant #17-10689 Agreement with CDPH and thereby apply to Subrecipient and would likewise lead to cancellation or termination of this Agreement:

1. Grant #17-10689 may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
2. CDPH reserves the right to cancel or terminate Grant #17-10689 immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
3. The term "for cause" shall mean that the Grantee/ Subrecipient fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - (a) If the Grantee/Subrecipient knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - (b) If the Grantee/Subrecipient fails to perform any material requirement of this Grant/ Sub Grant or defaults in performance of this agreement.
 - (c) If the Grantee/Subrecipient files for bankruptcy, or if CDPH determines that the Grantee/Subrecipient becomes financially incapable of completing this agreement.
4. Grant/ Sub Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
5. In the event of early termination or cancellation, the Grantee shall be entitled to

compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant/ Sub Grant.

6. In the event of termination, and at the request of CDPH, the Grantee/Subrecipient shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant/ Sub Grant, whether finished or in progress on the termination date.
7. The Grantee/Subrecipient will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
8. Upon receipt of notification of termination of this Grant/Sub Grant, and except as otherwise specified by CDPH, the Grantee/Subrecipient shall:
 - (a) Place no further order or subgrants for materials, services, or facilities.
 - (b) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - (c) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly chargeable to CDPH hereunder, Grantee/Subrecipient shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee/Subrecipient for its services.
 - (d) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee/Subrecipient and in which CDPH has or may acquire an interest.
9. CDPH may, at its discretion, require the Grantee/Subrecipient to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant/Sub Grant.

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

F. 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 Subrecipient 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 Subrecipient 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.

G. DRUG-FREE WORKPLACE REQUIREMENTS: Subrecipient 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:

1. 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.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation and employee assistance programs; and,
 - (d) penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
 - (a) receive a copy of the company's drug-free workplace policy statement; and,
 - (b) 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 Subrecipient may be ineligible for award of any future State agreements if the County determines that any of the following has occurred: the Subrecipient has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code Section 8350 et seq.)

H. EXPATRIATE CORPORATIONS: Subrecipient 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.

I. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: Subrecipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Subrecipient further agrees that it will maintain separate accounts of federal funding in accordance with generally accepted accounting principles.

J. GOVERNING LAW: This Grant/Sub Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

K. MEDIA EVENTS: County shall notify the CDPH's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by CDPH's representatives. *Note: As this is a CDPH requirement of County, Subrecipient shall notify County Contract Administrator of same at least thirty (30) days in advance pursuant to articles titled " Administrator" and "Notice to Parties" to enable our mutual full compliance.*

L. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub.Contract Code Section10296) (Not applicable to public entities.)

M. NO THIRD-PARTY RIGHTS: The County and Subrecipient do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant.

N. NOTICE: County is required to promptly notify the CDPH's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant, *therefore, Subrecipient shall notify County Contract Administrator pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." of any events, developments or changes that could affect this agreement or the budget approved for the Sub Grant for Grant #17-10689*

O. PROFESSIONALS: Subrecipient agrees that only licensed professionals will be used to perform services under this agreement where such services are called for.

P. RECORDS: Subrecipient certifies that it will maintain funding accounts in accordance with generally accepted accounting principles. Subrecipient further certifies that it will comply with the following conditions for a grant award:

1. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
2. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
3. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
4. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
5. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

Q. RELATED LITIGATION: Under no circumstances may Subrecipient use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee/ Subrecipient and CDPH *or between the Subrecipient and the County.*

R. RIGHTS IN DATA: Grantee/ Subrecipient and the County agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted in the performance of the Project funded by this Grant shall be in the public domain. Subrecipient may disclose, disseminate and

use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the County for financial support. Subrecipient shall not utilize the materials submitted to the County (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The County has the right to use submitted data for all governmental purposes.

S. VENUE: The County and Grantee/ Subrecipient agree that any action arising out of this Grant/ Sub Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

ARTICLE XXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Kristin Becker, Program Manager
Public Health
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Donald Semon
Director
Health and Human Services Agency

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #6112 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SUBRECIPIENT --

EL DORADO COUNTY COMMUNITY HEALTH CENTER
A FEDERALLY QUALIFIED HEALTH CENTER

By: _____
Terri Lee Stratton
Executive Director
"Subrecipient"

Dated: _____

By: _____
Name
Title
"Subrecipient"

Dated: _____

(LKK)

EXHIBIT A
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: El Dorado County Community Health Center

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

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

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

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

Date
4327 Golden Center Dr., Placerville, CA 95667
Address of vendor/recipient

Signature

(08/13/01)