

FUNDING AGREEMENT #6218

Pass through funding of California Department of Public Health Grant COVID-19 ELC68 Expansion Funding

THIS FUNDING 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 Marshall Medical Center, a California Corporation, operating under the laws of the State of California as a non-profit general acute care hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667, (hereinafter referred to as “Subrecipient”).

RECITALS

WHEREAS, County’s Health and Human Services Agency, Public Health Division, has been allocated expansion funding, COVID-19 ELC68 (Grant), from the California Department of Public Health (CDPH) through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, to provide additional critical support as we continue to address COVID-19 within our communities; and

WHEREAS, the purpose of the COVID-19 ELC68 expansion funding is to provide activities that support the State of California’s COVID-19 Health Equity Playbook for Communities to build capacity at the local level for an equitable reopening and recovery; and

WHEREAS, County, as the primary recipient of the allocation has identified needs that fall within the scope and purpose of the grant, and has submitted a budget and workplan to sub award funds to a community partner for the purposes of partnering with local organizations to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2; and

WHEREAS, Marshall Medical Center (MMC) is a community partner, identified in the budget and workplan submitted to CDPH, that currently provides community outreach services serving El Dorado County; and

WHEREAS, the grant funding provided herein will provide a valuable public service that will support expansion of MMC’s community outreach services to vulnerable populations, in a similar manner and with similar scope to those MMC already provides, thereby increasing its capabilities in order to overcome geographic barriers to obtaining health care, a common factor impacting the underserved, including in rural populations in El Dorado County; and

WHEREAS, County has determined that the provision of such services provided by subaward recipient (Subrecipient) are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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 this agreement.

WHEREAS, Subrecipient has represented to County that it is a specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Use of Funds; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

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

ARTICLE I

Use of Funds and Payment:

Use of Funds: Subrecipient agrees to furnish personnel, equipment, medical and office supplies, travel, materials, and activities or services to provide staff, including but not limited to a Nurse Practitioner/Vulnerable Populations Specialist, a Registered Nurse, a Community Health Worker, and support staff, the mix of which may from time to time be modified in order to best provide a full range of professional nursing practices promoting and protecting the health of vulnerable populations, including delivery of clinical, community, field, and population based intervention and case management services and to promote equitable recovery from COVID-19/SARS-CoV-2 through infection control and prevention measures.

Payment: County agrees to reimburse funds expended prior to the termination date, up to a maximum amount of \$250,000 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 #6218 and CDPH Grant Agreement No. COVID-19 ELC68. Invoices shall include 1) documentation attachments that reflect Subrecipient's charges for the specific services billed on those invoices and 2) a summary of activities performed during the invoice period.

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

Mail Invoices/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

B. Data Collection and Reporting

Data collection and reporting shall be submitted quarterly and in accordance with the format provided in Exhibit B of this amendment, marked "Data Collection and Reporting,".

MMC will use reasonable endeavors to comply with requests for additional data or reports. However, any requests for additional information, data or reports must be reasonable in scope and timing and agreed in writing between the parties. Such requests may not be used to defer or delay payments on otherwise valid invoices.

Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred 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.

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 when fully executed by the parties hereto and shall expire on June 30, 2023, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article titled, “Default, Termination, and Cancellation” or Article titled, “Fiscal Considerations.”

ARTICLE III

Funding Credit: Subrecipient agrees to credit the County for the grant on all printed or internet materials generated for the Project during the grant cycle by using the County seal, unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready County seal will be provided upon request. If there are no printed materials, credit to the County is to be announced by Subrecipient verbally at the event or program.

ARTICLE IV

Subrecipient to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Subrecipient, and Subrecipient may perform similar work or services for others. However, Subrecipient shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Subrecipient's responsibilities or hinder Subrecipient's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE V

Independent Contractor/Liability: The parties intend that an independent contractor 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 performs services required by the terms of this Agreement. Subrecipient exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, 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 work or services, 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 understands and agrees that Subrecipient lacks the authority to bind County or incur any obligations on behalf of County.

Subrecipient, including any subcontractor 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 VI

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 VII

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 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

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.

ARTICLE XI

Audit by California State Auditor: 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 XII

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.

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

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
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:

MARSHALL MEDICAL CENTER
MMF Finance
1100 Marshall Way
Placerville, CA 95667
ATTN: Harlene Issa

or to such other location as the Subrecipient directs.

ARTICLE XIII

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 XIV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Subrecipient shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Subrecipient, the excess costs to procure from an alternate source.
2. County shall pay Subrecipient the sum due to Subrecipient under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Subrecipient under this Agreement and the balance, if any, shall be paid to Subrecipient upon demand.
3. County may require Subrecipient to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Subrecipient in this Agreement proves to have been false or misleading in any respect.
3. Subrecipient fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of Article titled, "Conflict of Interest".

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Subrecipient.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Subrecipient ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Subrecipient shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Subrecipient shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Subrecipient or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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.

To the fullest extent permitted by law, County shall defend at its own expense, indemnify, and hold the Subrecipient harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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, Subrecipient 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 acts or omissions of County or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the Subrecipient, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save Subrecipient harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

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 Worker's 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 XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Subrecipient under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Subrecipient: Subrecipient covenants that Subrecipient presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subrecipient.

ARTICLE XIX

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.

(DDP)

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 8103.

D. **Assurance of Compliance:** 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 XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

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, statutes, rules, and regulations governing its conduct.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, MHP, Director of Public Health, Health and Human Services Agency, or successor.

ARTICLE XXV

Special Terms and Conditions:

Subrecipient, by signing this Agreement, becomes a sub recipient of funds via the expansion funding, COVID-19 ELC68, from the California Department of Public Health through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, available at <http://www.edcgov.us/HHSAsForContractors/>. As such, Subrecipient agrees to adhere to all applicable terms and conditions, including but not limited to those provisions contained herein below:

The use of headings or titles throughout this article is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Subrecipient" and "Subgrantee" respectively. The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency.

This article contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

For the avoidance of doubt, and while acknowledging the source of funding as defined in this clause ARTICLE XXV, MMC's limit of responsibility for contract performance and deliverables is as defined in ARTICLE I Use of Funds. MMC is not responsible for other deliverables or performance requirements that may be the subject of any agreement between County and CDPH.

ARTICLE XXVI

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXVII

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: _____ Dated: _____
Olivia Byron-Cooper, MHP, Director of Public Health
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Donald Semon, Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SUBRECIPIENT --

MARSHALL MEDICAL CENTER
a California Corporation

By: _____
Siri Nelson
President / CEO
"Subrecipient"

Dated: _____

By: _____
Tom Cumpston
Secretary

Dated: _____

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: MARSHALL MEDICAL 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

Signature

Address of vendor/recipient

(08/13/01)

**Exhibit B: Data Collection and Reporting
Grant: COVID-19 ELC68
Reporting Demographics**

Date:	Reporting Period:	Program Name: COVID-19 ELC68
Fiscal Year:	Total Number of Individuals Served:	
Demographic Data:		
Gender M F	Gender Identity: M F Transgender	Age Groups: Children/Youth (0-15): 16-25: Adult (26-59): Older Adult (60+):
Ethnicity Hispanic/Latino:	Ethnicity: Non-Hispanic/Latino: African: European: More than one ethnicity: Decline to answer:	Race: Black/African American: White: More than one race: Declined to answer:
Sexual Orientation:	Veteran Status: Y Released from Jail: # Parolee: #	Stated Disability: Sight: Hearing: Mental: Physical: Chronic condition: None:
Stated Primary Language: English: Spanish: Other:	Stated Town of Residence: Kelsey Camino Pollock Pines Somerset Cameron Park Placerville Declined to answer:	Stated Economic Status: Extremely Low: Very Low:

Stated Health Insurance Status: Private insurance: Medi-Cal: Medicare: Uninsured:	Registered in HMIS: Y N N/A
---	--------------------------------------

Narrative Report

Summary:	Overview of activities, developments and learnings since last report
Impact and Outcomes	Summarize the impact of the program and outcomes achieved since the last report
Population Served:	Provide comments on the population served and any changes in demographics
Vaccinations:	Describe vaccination programs conducted, including numbers and locations. Describe efforts to expand delivery of vaccinations to vulnerable populations
Partnerships:	Describe working relationships with partners in the delivery of services; in place and in development
Program Developments:	Provide description of any changes or developments to the program, in place or planned, noting changes or modifications to the services provided
Barriers and Challenges:	Describe barriers to progress or challenges to program deployment