

# Marshall Medical Center

## Funding Agreement #7609

**THIS AGREEMENT**, 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 non-profit community healthcare provider duly 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 1100 Marshall Way, Placerville, California 95667 (hereinafter referred to as “Grantee”).

### RECITALS

**WHEREAS**, County has successfully applied for and received funding through a California Department of Public Health (CDPH) Hospital Preparedness Program (HPP) local funding grant to provide hospital preparedness and response capabilities including, but not limited to, strengthening the ability to provide adequate medical evaluation and care during incidents that exceed the limits of the normal medical infrastructure within the community;

**WHEREAS**, County has been named Fiscal Agent for management of Federal grant which includes funding for healthcare coalition members to deliver coordinated and effective care to save lives during emergencies that exceed the day-to-day capacity of health and emergency response systems;

**WHEREAS**, Grantee has identified needs that fall within the scope and purpose of the HPP grant “Scope of Work HPP Capabilities: Foundation for Healthcare and Medical Readiness, Healthcare and Medical Response, Continuity of Healthcare Delivery, and Medical Surge” for purchase, storage, and/or maintenance of medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency as defined by the HPP grant;

**WHEREAS**, the funding provided herein will provide a valuable public service that will promote preparedness activities which enhance medical response to public health emergencies, benefitting the people of the County of El Dorado;

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

**NOW, THEREFORE**, the parties do hereby agree as follows:

### ARTICLE I

**Payment and Use of Funds:** For the sole purpose of purchasing items that fall within the scope of the HPP program and are pre-approved by the County, County agrees to reimburse Grantee up to a maximum amount of \$45,000 for HPP Grant purchases made for Fiscal Year 2023-2024.

All purchases shall be made pursuant to CDPH Allocation Agreement No. 22-10645. No purchases shall be made prior to receiving written approval from the County Contract Administrator. Approval shall be issued in the form of a letter itemizing the allowable expenditures and shall be attached to this agreement as an addendum. County shall work in collaboration with CDPH to determine the allowability of any expenditures.

Reimbursements will be made within forty-five (45) days of receipt and approval of an itemized invoice on Grantee's letterhead referencing this Agreement number and CDPH Allocation Agreement No. 22-10645.

Grantee must incur all expenditures and take receipt of any items by June 30, 2023.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of paid vendor invoices for items purchased during fiscal year must be included for reimbursement. Invoices shall be mailed to County at the following address:

County of El Dorado  
Emergency Medical Services Agency  
2900 Fairlane Court  
Placerville, California 95667

Attn.: Kristine Oase-Guth  
Manager

or to such other location as County directs.

All funding shall be used for direct costs and not staff time, administrative, or 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 mention 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.

Items and expenditures for Fiscal Years 2024-2025 and 2025-2026 must be purchased and received by June 30<sup>th</sup> of each subsequent year and shall not exceed the Grantee's share of the hospital contribution in the CDPH approved grant budget. County shall notify Grantee of the allowable amount on an annual basis, upon final grant budget approval by CDPH.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall continue in effect through June 30, 2027, or until the final statement of funds report has been accepted by County.

### **ARTICLE III**

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

### **ARTICLE IV**

**Local Sourcing:** Grantee 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**

**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 VI**

**Reports Required:** Grantee 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 to, at all reasonable times, to the records for the purpose of inspection, audit, and copying, as well as for a site visit to inventory purchased items.

Upon request by County, Grantee shall make available copies of any procurement system guidelines, invoices, bids, and other information that was used in the purchase of said items in accordance with the ARTICLE XXIII, Special Terms and Conditions, incorporated herein.

### **ARTICLE VII**

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

### **ARTICLE VIII**

**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 IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement and/or any Work Orders issued pursuant to the Agreement, may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**ARTICLE X**

**Audit by California State Auditor:** Grantee 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, Grantee 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 XI**

**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 in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado  
Emergency Medical Services Agency  
2900 Fairlane Court  
Placerville, California 95667

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Kristine Oase-Guth  
Manager

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Marshall Medical Center  
1100 Marshall Way  
Placerville, California 95667

Attn.: Contracts Department

or to such other location as Grantee directs.

#### **ARTICLE XII**

**Change of Address:** In the event of a change in address for Grantee's principal place of business, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement under ARTICLE XI, 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 XIII**

**Termination of Agreement:** This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party. If the Agreement is terminated prior to completion of the Project, Grantee shall return to County all monies received by Grantee from the County under this Agreement within thirty (30) days of demand by County.

#### **ARTICLE XIV**

**Indemnity:** To the fullest extent permitted by law, Grantee 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 Grantee 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 Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Grantee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XV**

**Insurance:** Grantee shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Grantee maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee 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 Grantee in the performance of the Agreement.
- D. Grantee 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.
- E. 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.
- F. Grantee 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, Grantee 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 Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the grantee 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.
- G. 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.
- H. The Grantee'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 Grantee's insurance and shall not contribute with it.
- I. 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 Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- J. 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.
- K. 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.
- L. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Grantee cannot provide an occurrence policy, Grantee 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.
- N. 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 XVI**

**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 Grantee 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 XVII**

**Interest of Grantee:** Grantee covenants that it 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. Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Grantee.

#### **ARTICLE XVIII**

**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. Grantee 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 Grantee 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 ARTICLE XIII, Termination of Agreement.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

#### **ARTICLE XIX**

**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 XX**

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

#### **ARTICLE XXI**

**Compliance with Laws, Rules and Regulations:** Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

#### **ARTICLE XXII**

**Political Activity:** Pursuant to California Government Code §54964, §54964.5, and §54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

#### **ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kristine Oase-Guth, Manager, Emergency Medical Services Agency, or successor.

#### **ARTICLE XXIV**

**Special Terms and Conditions:** Grantee, by signing this Agreement, becomes a subrecipient of funds via the 2022-23 Centers for Disease Control and Prevention Public Health Emergency Preparedness Program (PHEP), State General Fund (GF) Pandemic Influenza Planning Program, and Hospital Preparedness Program (HPP) Allocation Agreement No. 22-10645. As such, Grantee agrees to adhere to all applicable terms and conditions from the 22-10645 Allocation Agreement identified in Exhibit B, incorporated herein and made by reference a part hereof.

#### **ARTICLE XXV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and



executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XXVI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**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.

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

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--MARSHALL MEDICAL CENTER--**

By: \_\_\_\_\_  
Siri Nelson  
President and Chief Executive Officer  
"Grantee"

Dated: \_\_\_\_\_

# Marshall Medical Center

## Exhibit A

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual

**2022-23 to 2026-27 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP) Funding**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**County of El Dorado, hereinafter “Grantee”**

**Implementing the CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP),” hereinafter “Project”**

**GRANT AGREEMENT NUMBER 22-10645**

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under the California Health and Safety Code, Sections 101315 to 101319.

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide funding for public health and medical emergency preparedness goals and objectives in accordance with the Centers for Disease Control and Prevention (CDC) #5NU90TP922005-04-00 Public Health Emergency Preparedness (PHEP), the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP), State General Fund (GF) Pandemic Influenza, and CDPH guidance.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$2,730,297

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>Grantee: County of El Dorado</b>
Attention: Nathan Blair	Attention: Kristine Guth
1615 Capital Avenue	2900 Fairlane Court
Sacramento, CA 95814	Placerville, CA 95667
(916) 650-6416	530-497-4081
nathan.blair@cdph.ca.gov	kristine.guth@edcgov.us

Direct all inquiries to the following representatives:

<b>California Department of Public Health, Emergency Preparedness Office</b>	<b>Grantee: County of El Dorado</b>
Attention: Peter Root	Attention: Kristine Guth
1615 Capital Avenue	2900 Fairlane Court
Sacramento, 95814	Placerville, CA 95667
(916) 650-6416	530-497-4081
Peter.root@cdph.ca.gov	kristine.guth@edcgov.us

All payments from CDPH to the Grantee; shall be sent to the following address:

<b>Remittance Address</b>
<b>Grantee: County of El Dorado</b>
Attention: Kerri Williams
2900 Fairlane Court
Placerville, CA 95667
530-497-4081
kerri.williams-horn@edcgov.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee

Data Supplement which can be requested through the CDPH Project Representatives for processing.


**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit B Attachment 1 Advance Payment Provisions
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS  
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.  
Executed By:

Date: 03/14/2023

  
Sue Hennike (Mar 14, 2023 12:25 PDT)

Sue Hennike, Deputy Chief Administrative Officer  
County of El Dorado  
330 Fair Lane  
Placerville, CA 95667

Date: \_\_\_\_\_

**Joseph Torrez**

Digitally signed by Joseph  
Torrez  
Date: 2023.05.22 14:58:14  
-07'00'

Jeannie Galarpe, Chief  
Contracts Management Services Section  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

# CDPH Grant Agreement 22-10645 - Standard Agreement (std 1229)

Final Audit Report

2023-03-14

Created:	2023-03-14
By:	Kelley Lawrie (Kelley.Lawrie@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2Ox3n6QcjiAhyt7pyZCWQlupND5rJgb_

## "CDPH Grant Agreement 22-10645 - Standard Agreement (std 1229)" History






-  Document created by Kelley Lawrie (Kelley.Lawrie@edcgov.us)  
2023-03-14 - 6:30:50 PM GMT- IP address: 207.104.47.251
-  Document emailed to Sue Hennike (sue.hennike@edcgov.us) for signature  
2023-03-14 - 6:39:25 PM GMT
-  Email viewed by Sue Hennike (sue.hennike@edcgov.us)  
2023-03-14 - 7:25:01 PM GMT- IP address: 207.104.47.251
-  Document e-signed by Sue Hennike (sue.hennike@edcgov.us)  
Signature Date: 2023-03-14 - 7:25:08 PM GMT - Time Source: server- IP address: 207.104.47.251
-  Agreement completed.  
2023-03-14 - 7:25:08 PM GMT



Exhibit A  
Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 1: Foundation for Health Care and Medical Readiness**

**Objective:** The community’s health care organizations and other stakeholders – coordinated through a sustainable Health Care Coalition – have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Establish and operationalize a health care coalition (HCC) <input checked="" type="checkbox"/> Objective 2: Identify risk and needs <input checked="" type="checkbox"/> Objective 3: Develop a health care coalition preparedness plan <input checked="" type="checkbox"/> Objective 4: Train and prepare the health care and medical workforce <input checked="" type="checkbox"/> Objective 5: Ensure preparedness is sustainable	7/1/22 – 6/30/27	<ol style="list-style-type: none"> <li>1. Identify health care coalition members</li> <li>2. Establish health care coalition governance</li> <li>3. Assess hazard vulnerabilities and risks</li> <li>4. Assess regional health care resources</li> <li>5. Prioritize resource gaps and mitigation strategies</li> <li>6. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs</li> <li>7. Engage clinicians</li> <li>8. Engage community leaders</li> <li>9. Promote sustainability of HCC</li> <li>10. Promote role-appropriate NIMS implementation</li> <li>11. Educate and train on identified preparedness and response gaps</li> <li>12. Plan and conduct coordinated exercises with HCC members and other response organizations</li> </ol>



Exhibit A  
Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 2: Health Care and Medical Response Coordination**

**Objective:** Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Develop and coordinate health care organization and health care coalition response plans  <input checked="" type="checkbox"/> Objective 2: Utilize information sharing procedures and platforms  <input checked="" type="checkbox"/> Objective 3: Coordinate response strategy, resources, and communications	7/1/22 – 6/30/27	<ol style="list-style-type: none"> <li>1. Develop a health care coalition response plan</li> <li>2. Develop information sharing procedures</li> <li>3. Communicate with the public during an emergency</li> <li>4. Identify and coordinate resource needs during an emergency</li> <li>5. Coordinate an incident action planning during an emergency</li> <li>6. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency</li> </ol>

Exhibit A  
Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 3: Continuity of Health Care Service Delivery**

**Objective:** Health care organizations, with support from the HCC and the state's/jurisdiction's ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 2: Plan for continuity of operations  <input checked="" type="checkbox"/> Objective 3: Maintain access to non-personnel resources during an emergency  <input checked="" type="checkbox"/> Objective 6: Plan for and coordinate health care evacuation and relocation  <input checked="" type="checkbox"/> Objective 5: Protect responder safety and health	7/1/22 – 6/30/27	<ol style="list-style-type: none"> <li>1. Develop a health care organization continuity of operations plan</li> <li>2. Assess supply chain integrity</li> <li>3. Assess and address equipment, supply, and pharmaceutical requirements</li> <li>4. Develop and implement evacuation and relocation plans</li> <li>5. Distribute resources required to protect the health care workforce</li> <li>6. Train and exercise to promote responder safety and health</li> </ol>

Exhibit A  
Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 4: Medical Surge**

**Objective:** Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state’s/jurisdiction’s ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC’s collective resources, the HCC supports the health care delivery system’s transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Plan for a medical surge  <input checked="" type="checkbox"/> Objective 2: Respond to a medical surge	7/1/22 – 6/30/27	<ol style="list-style-type: none"> <li>1. Incorporate medical surge planning into a health care organization emergency operations plan</li> <li>2. Incorporate medical surge into a health care coalition response plan</li> <li>3. Implement emergency department and inpatient medical surge response</li> <li>4. Develop an alternate care system</li> <li>5. Provide pediatric care during a medical surge response</li> <li>6. Provide surge management during a chemical or radiation emergency event</li> <li>7. Provide burn care during a medical surge response</li> <li>8. Enhance infections disease preparedness and surge response</li> </ol>

Exhibit A  
Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Domain 1: Strengthen Community Resilience**

**Objective:** Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 1: Community preparedness  <input checked="" type="checkbox"/> Capability 2: Community recovery	7/1/22 – 6/30/27	1. Determine the risks to the health of the jurisdiction 2. Ensure HPP coordination 3. Plan for the whole community 4. Focus on the tribal planning and engagement 5. Ensure emergency support function (ESF) cross-discipline coordination and partner and stakeholder collaboration 6. Strengthen and implement plans through training and exercising 7. Obtain public comment and input

**PHEP Domain 2: Strengthen Incident Management**

**Objective:** Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 3: Emergency operations coordination	7/1/22 – 6/30/27	1. Activate and coordinate public health emergency operations

Exhibit A  
Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Domain 3: Strengthen Information Management**

**Objective:** Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 4: Emergency public information and warning  <input checked="" type="checkbox"/> Capability 6: Information sharing	7/1/22 – 6/30/27	1. Maintain situational awareness during incidents 2. Coordinate information sharing 3. Coordinate emergency information and warning

**PHEP Domain 4: Strengthen Countermeasures and Mitigation**

**Objective:** Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 8: Medical countermeasure dispensing and administration  <input checked="" type="checkbox"/> Capability 9: Medical materiel management and distribution  <input checked="" type="checkbox"/> Capability 11: Nonpharmaceutical interventions  <input checked="" type="checkbox"/> Capability 14: Responder safety and health	7/1/22 – 6/30/27	1. Develop and exercise plans for MCM distribution, dispensing, and vaccine administration 2. Maintain preparedness plans based on risks 3. Participate in ORRs and self-assessment 4. Submit updated MCM action plans 5. Update local distribution site survey 6. Coordinate nonpharmaceutical interventions (NPIs) 7. Support the protection of responders' health and safety

Exhibit A  
Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Domain 5: Strengthen Surge Management**

**Objective:** Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 5: Fatality <input checked="" type="checkbox"/> Capability 7: Mass care <input checked="" type="checkbox"/> Capability 10: Medical surge <input checked="" type="checkbox"/> Capability 15: Volunteer management	7/1/22 – 6/30/27	<ol style="list-style-type: none"> <li>1. Coordinate activities to manage public health and medical surge</li> <li>2. Coordinate with public health, health care, mental/behavioral health, and human services needs during mass care operations</li> <li>3. Coordinate with partners to address public health needs during fatality management operations</li> <li>4. Coordinate medical and other volunteers to support public health and medical surge</li> <li>5. Support HPP medical surge planning</li> </ol>

Exhibit A  
Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Domain 6: Strengthen Biosurveillance**

**Objective:** Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 12: Public health laboratory testing  <input checked="" type="checkbox"/> Capability 13: Public health surveillance and epidemiological investigation	7/1/22 – 6/30/72	<ol style="list-style-type: none"><li>1. Conduct epidemiological surveillance and investigation</li><li>2. Conduct laboratory testing</li></ol>

Exhibit A  
Scope of Work  
Pandemic Influenza Planning

**Pandemic Influenza**

**Objective:** Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Update and/or maintain a local Pandemic Influenza plan</p> <p><input checked="" type="checkbox"/> Function 2: Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children &lt;18 years of age, and report data via electronic or fax during the regular influenza season.</p> <p><input checked="" type="checkbox"/> Function 3: Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic.</p> <p><input checked="" type="checkbox"/> Function 4: Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms.</p> <p><input checked="" type="checkbox"/> Function 5: Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap.</p> <p><input checked="" type="checkbox"/> Function 6: Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v).</p> <p><input checked="" type="checkbox"/> Function 7: Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity.</p> <p><input checked="" type="checkbox"/> Function 8: In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.</p>	<p>7/1/22 – 6/30/27</p>	<ol style="list-style-type: none"> <li>1. Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation of vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures.</li> <li>2. Surveillance systems are maintained to ensure accurate and timely documentation of novel/variant influenza virus infections, influenza-associated deaths in children and/or case-specific data requested by state and federal partners.</li> <li>3. Local public health laboratories maintain capability and capacity to type and subtype influenza viruses.</li> <li>4. Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regular communication of activities and outcomes to state partners.</li> <li>5. Conduct a mass vaccination clinic and complete an After-Action Report/Improvement Plan (AAR/IP).</li> <li>6. Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.</li> </ol>

# 7609

Exhibit B



**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

California Department of Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

C. HPP, PHEP, and Pan Flu Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**2. Budget Contingency Clause**

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

**Exhibit B**  
Budget Detail and Payment Provisions

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Advance Payments**

- A. Advance payments are subject to the provisions outlined in Exhibit B Attachment 1 entitled "Advance Payment Provisions".
- B. Advance payments may be requested annually up to 25% of each annual budget by submitting an invoice for the amount of the advance. Grantor must liquidate or offset the amount of the advance with invoices before the end of each budget year/period. Regular payments thereafter, may be requested not more frequently than once per month in arrears.
- C. If an amendment increases the annual budget total, CDPH may advance up to 25% of any increase. If an amendment decreases the annual budget total, Grantor agrees to remit to CDPH the appropriate pro-rata share of any funds already advanced and shall do so within thirty (30) calendar days of receiving a re-payment request from CDPH.
- D. Grantor agrees to remit any unexpended advance payment balance to CDPH within forty-five (45) calendar days following the submission of the Grantee's final invoice.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

**Exhibit B, Attachment 1**  
Advance Payment Provisions

**1. Advance Payment Authority and Limitation**

- A. Pursuant to Government Code Section 11019, CDPH may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Grantee's annual contract budget(s).
- B. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's annual contract budget.

**2. Conditions for Receiving an Advance Payment**

No advance payment shall be issued until:

- A. The Agreement has been approved and fully executed.
- B. The Grantee has met CDPH advance payment eligibility requirements and has submitted proof of eligibility as required by CDPH (i.e., proof of nonprofit status and need for advance funds).
- C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Public Health shall be the loss payee on said fidelity bond.
- D. The prior year advance payment issued by the funding program under this Agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25% percent of the total annual Agreement amount.

**3. Separate Bank Account / Management of Funds**

- A. Advanced funds received from CDPH must be deposited in an account:
  - 1) Managed by a bank or financial institution that is a member of the FDIC.
  - 2) That is interest bearing.
  - 3) Separate from other fund accounts of the Grantee.
- B. Grantee must forward one set of bank signature cards for this account to the CDPH Program Contract Manager assigned to this Agreement. One copy of any new signature cards must be forwarded to the CDPH Program Grantee Manager whenever changes are made to the persons named on the bank signature card within the term of the Agreement. The bank signature cards must:
  - 1) Be signed by one or more persons in the Grantee's organization who are authorized to withdraw funds.
  - 2) Indicate that Grantee withdrawals shall be by check only.

Grantee withdrawals do not require countersignature by CDPH.

**Exhibit B, Attachment 1**  
Advance Payment Provisions

- 3) Indicate that CDPH withdrawals shall be accompanied by a written CDPH directive and be issued by check only and made payable to the California Department of Public Health.
  - a. Said written directive from CDPH shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the Agreement is imminent or has been initiated.
  - b. CDPH withdrawals do not require countersignature by the Grantee.
- C. The Grantee shall transmit to the CDPH Program Grant Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:
  - 1) CDPH Agreement number,
  - 2) Name, address of bank or financial institution, and bank account number,
  - 3) If the bank or financial institution is a member of the FDIC,
  - 4) If the account is interest bearing,
  - 5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by CDPH,
  - 6) Grantee shall only make withdrawals by check,
  - 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Public Health indicating the Agreement has been or will be cancelled or terminated or that the Grantee is in default:
    - a. Withhold further withdrawals from the account by the Grantee and/or its designees, and
    - b. Allow CDPH designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Public Health.
  - 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.
- D. Within thirty (30) calendar days of receiving an advance payment from CDPH, the Grantee must:
  - 1) Notify CDPH in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.
  - 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
  - 3) Submit an agreement letter from the bank or financial institution clearly setting forth the

**Exhibit B, Attachment 1**  
Advance Payment Provisions

special character of the account as indicated in paragraph 3.C. above.

**4. Fidelity Bond Requirements**

- A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Public Health shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to CDPH.
- D. The Grantee shall submit proof of said documentation to CDPH, upon request.

**5. Disbursement of Advanced Funds by CDPH**

Advance payments issued by CDPH shall be made by check. Checks shall be payable to the Grantee as named on Agreement and shall be marked "For Deposit Only".

**6. Use of Advanced Funds**

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this Agreement.

**7. Returning Interest Earned on Advanced Payments**

- A. Any interest accrued from funds advanced under this Agreement shall be identified and returned to CDPH by or before:
  - 1) June 30th of the fiscal year in which the advance was issued, or
  - 2) Prior to the expiration or termination of said Agreement if the Agreement expires or is terminated prior to June 30th.
- B. Place the following information on the face of the interest warrant:
  - 1) CDPH agreement # \_\_\_\_\_
  - 2) Interest Earned on Advance Payment Account -- Fiscal Year \_\_\_/\_\_\_.
- C. Label and address each interest warrant as follows:

California Department of Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate department name and/or invoice submission address. A change in the department name and/or invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an  
Marshall Medical Center #7609

**Exhibit B, Attachment 1**  
Advance Payment Provisions

amendment to this Agreement.

**8. Liquidation of Advanced Funds**

A. Unless otherwise stipulated in this Agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the Agreement expires or is terminated prior to June 30<sup>th</sup>,
- 3) According to the repayment schedule that is determined by CDPH and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this Agreement, the balance thereof shall be:

- 1) Promptly paid by the Grantee to CDPH upon demand, or
- 2) Deducted from any sum otherwise due to the Grantee from CDPH, or
- 3) Deducted from any sum that may become due to the Grantee from CDPH.

**9. Return / Repayment of Advanced Funds**

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. CDPH may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

**10. Default Provisions**

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this Agreement upon occurrence of any of the following events:

- 1) Termination of this Agreement.
- 2) A finding by CDPH that the Grantee:
  - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,
  - b. Has failed to comply with any material provision of this Agreement,
  - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this Agreement,
  - d. Is in such unsatisfactory financial condition as to endanger performance of this Agreement,

**Exhibit B, Attachment 1**  
Advance Payment Provisions

- e. Has allocated resources for the performance of this Agreement that CDPH believes are substantially exceeding the reasonable requirements for performance of this Agreement,
  - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this Agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.

## EXHIBIT C

### STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee 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. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.



9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department'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 Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department'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.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
  - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. 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;
  - C. 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;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. 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.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee 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 Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this 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.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E  
Additional Provisions

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant 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.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. 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.
- E. 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.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E  
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee 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 for its services.
  - 4) 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 and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee 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.

**2. Avoidance of Conflicts of Interest by Grantee**

- A. 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 to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) 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.
  - 2) 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.

Exhibit E  
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee 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.

**3. Dispute Resolution Process**

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E  
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**4. Executive Order N-6-22 - Economic Sanctions**

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

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

Exhibit E  
Additional Provisions

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.



**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

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respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### 3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

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- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### 4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

- (4) Each person (or recipient) who requests or receives from a person referred to in Marshall Medical Center

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Exhibit B

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

## 7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

## 9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.



Attachment 1

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

\_\_\_\_\_

County of El Dorado


Name of Grantee

Sue Hennike

Printed Name of Person Signing for Grantee

22-10645

Contract / Grant Number

  
Sue Hennike (Mar 14, 2023 12:24 PDT)

Signature of Person Signing for Grantee

03/14/2023

Date

Deputy Chief Administrative Officer

Title

After execution by or on behalf of Grantee, please return to:

Marshall Medical Center

# 7609

California Department of Public Health  
Program  
P.O. Box 997377, MS XXX  
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

**Attachment 2****CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046  
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	
	<p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.






# CDPH Grant Agreement 22-10645 Exhibit F Federal Terms and Conditions

Final Audit Report

2023-03-14

Created:	2023-03-14
By:	Kelley Lawrie (Kelley.Lawrie@edcgov.us)
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## "CDPH Grant Agreement 22-10645 Exhibit F Federal Terms and Conditions" History

-  Document created by Kelley Lawrie (Kelley.Lawrie@edcgov.us)  
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