STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

132-F1811

REGISTRATION NUMBER	AGREEMENT NUMBER
	17-10152

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
El Dorado County

2. The term of this Agreement is: July 1, 2017 through June 30, 2022

3. The maximum amount of this Agreement is: $ 2,290,195.00
Two Million Two Hundred Ninety Thousand One Hundred Ninety Five Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A - Scope of Work	2 pages
Attachment 1, Local Scope of Work	22 pages
Exhibit B - Budget Detail and Payment Provisions	5 pages
Attachment 1, Local Budget Cost Sheet Years 1-5	1 page
Attachment 2, Payment Criteria	1 page
Exhibit C * - General Terms and Conditions	GTC 4/2017
Exhibit D - Special Terms and Conditions	16 pages
Exhibit E - Additional Provisions	4 pages
Exhibit F - Federal Terms and Conditions	10 pages
Exhibit G - Glossary of EPO Related Acronyms and Terms	11 pages
Exhibit H – Contractor's Release	1 page

Dept. of Public Health
JUL 18 2017
Emergency Preparedness Office

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
El Dorado County

BY *(Authorized Signature)*: Patricia Charles-Heathers
DATE SIGNED *(Do not type)*: 7-14-17

PRINTED NAME AND TITLE OF PERSON SIGNING
Patricia Charles-Heathers, PH.D., Director, Health and Human Services Agency

ADDRESS
3057 Briw Road, Suite B, Placerville, CA 95667

STATE OF CALIFORNIA

AGENCY NAME
California Department of Public Health

BY *(Authorized Signature)*: Marshay Gregory for
DATE SIGNED *(Do not type)*: 7/24/17

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeff Mapes, Chief, Contracts Management Unit

ADDRESS
1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of General Services Use Only

[x] Exempt per: HCS 101319

Exhibit A
Scope of Work

1. Background

This Agreement is made under authority of California Health and Safety Code, Sections 101315 to 101319. The State of California, Department of Public Health ("CDPH") receives federal funds from the National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, CDC-RFA-TP17-1701, CFDA Number 93.074. The Legislature has appropriated the Federal funds to CDPH in the annual Budget Act for allocation by CDPH to the local health jurisdiction and/or local entity.

2. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The El Dorado County Emergency Preparedness (EP) program will, based upon their local program priorities, develop and implement specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Capabilities, the Hospital Preparedness Program (HPP) Capabilities, and Pandemic Influenza (Pan Flu) Work Plans and the Local Grant Application Guidance (Guidance) for Financial Year (FY) 2017-22 by completing templates provided within the Guidance.

For all funding streams, see Attachment A 1: Scope of Work/Work Plan

3. Service Location

The services shall be performed at applicable facilities in **El Dorado County**.

4. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

5. Services to be Performed

The services to be performed by the Contractor and activities specified in the Application, Work Plans and Budgets submitted to CDPH which are incorporated by reference herein.

6. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	**El Dorado County**
EPO Contract Manager Amy Yan Telephone: (916) 319-8185 Fax: (916) 650-6420 Email: Amy.Yan@cdph.ca.gov	Name: Kristine Oase Guth, MPH, Program Manager Telephone: (530) 621-7582 Email: Kristine.Guth@edcgov.us

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health	**El Dorado County**
Emergency Preparedness Office Attention: Local Emergency Preparedness Section MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 650-6416 Fax: (916) 650-6420	Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Contracts Unit Telephone: (530) 642-7147

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

7. Required Deliverables for Program Review and Evaluation

A. The Contractor will submit as deliverables to the Emergency Preparedness Office the following documents:

1) Contractor must submit semi-annual written progress reports and expenditure reports according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1st - December 31st	Due Date: January 31st , annually
Year-End: July 1st - June 30th	Due Date: August 1st , annually

2) Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements; including, Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Subcontracts Requirements

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

9. Work Plan Requirements

See the attached Exhibit A, Attachment 1 as follows for a detailed description of the services to be performed.

10. Local Work Plan and Budget Detail Requirements

Local Entities must have an approved annual Work Plan and detailed budget (based on the annual allocation amount as determined by CDPH) each grant year for the duration of this Agreement. no later than a date determined by CDPH in order to receive Q1 Advance Payment.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Foundation for Health Care and Medical Readiness

Objective: Strengthen the ability of a community's healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term. The healthcare system role in community preparedness involves coordination with emergency management, public health, mental/behavioral health providers, community and faith-based partners, state, local, and territorial governments to do the following: 1) Provide and sustain a tiered, scalable, and flexible approach to attain needed disaster response and recovery capabilities while not jeopardizing services to individuals in the community; 2) Provide timely monitoring and management of resources; 3) Coordinate the allocation of emergency medical care resources; and 4) Provide timely and relevant information on the status of the incident and healthcare system to key stakeholders. Healthcare system preparedness is achieved through a continuous cycle of planning, organizing and equipping, training, exercises, evaluations and corrective actions.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Establish and operationalize a health care coalition ☒ Objective 2: Identify risk and needs ☒ Objective 3: Develop a health care coalition preparedness plan ☒ Objective 4: Train and prepare the health care and medical workforce ☒ Objective 5: Ensure preparedness is sustainable	7/1/17 – 6/30/22	1. Define health care coalition boundaries 2. Identify health care coalition members 3. Establish health care coalition governance 4. Assess hazard vulnerabilities and risks 5. Assess regional health care resources 6. Prioritize resource gaps and mitigation strategies 7. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs 8. Assess and identify regulatory compliance requirements 9. Promote role-appropriate National Incident Management System implementation 10. Educate and train on identified preparedness and response gaps 11. Plan and conduct coordinated exercises with health care coalition members and other response organizations 12. Align exercises with federal standards and facility regulatory and accreditation requirements 13. Evaluate exercises and responses to emergencies 14. Share leading practices and lessons learned 15. Promote the value of health care and medical readiness 16. Engage health care executives 17. Engage clinicians 18. Engage community leaders 19. Promote sustainability of health care coalitions

Exhibit A – Attachment 1
El Dorado County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Health Care and Medical Response Coordination

Objective: Collaborate with Emergency Management and other community partners, (public health, business, education and other partners) to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible. The focus is an effective and efficient return to normalcy or a new standard of normalcy for the provision of healthcare delivery to the community.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Develop and coordinate health care organization and health care coalition response plans ☒ Objective 2: Utilize information sharing procedures and platforms ☒ Objective 3: Coordinate response strategy, resources, and communications	7/1/17 – 6/30/22	1. Develop a health care organization emergency operations plan 2. Develop a health care coalition response plan 3. Develop information sharing procedures 4. Identify information access and data protection procedures 5. Utilize communications systems and platforms 6. Identify and coordinate resource needs during an emergency 7. Coordinate incident action planning during an emergency 8. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency 9. Communicate with the public during an emergency

Exhibit A – Attachment 1
El Dorado County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Continuity of Health Care Service Delivery

Objective: Strengthen ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations. This is done through multi-agency coordination representing healthcare organizations or by integrating this coordination into plans and protocols that guide incident management to make the appropriate decisions. Coordination ensures that the healthcare organizations, incident management, and the public have relevant and timely information about the status and needs of the healthcare delivery system in the community. This enables healthcare organizations to coordinate their response with that of the community response and according to the framework of the National Incident Management System (NIMS).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Identify essential functions for health care delivery ☒ Objective 2: Plan for continuity of operations ☒ Objective 3: Maintain access to non-personnel resources during an emergency ☒ Objective 4: Develop strategies to protect health care information systems and networks ☒ Objective 5: Protect responders' safety and health ☒ Objective 6: Plan for and coordinate health care evacuation and relocation ☒ Objective 7: Coordinate health care delivery system recovery	7/1/17 – 6/30/22	1. Develop a health care organization continuity of operations plan 2. Develop a health care coalition continuity of operations plan 3. Continue administrative and finance functions 4. Plan for health care organization sheltering-in-place 5. Assess supply chain integrity 6. Assess and address equipment, supply, and pharmaceutical requirements 7. Distribute resources required to protect the health care workforce 8. Train and exercise to promote responders' safety and health 9. Develop health care worker resilience 10. Develop and implement evacuation and relocation plans 11. Develop and implement evacuation transportation plans 12. Plan for health care delivery system recovery 13. Assess health care delivery system recovery after an emergency 14. Facilitate recovery assistance and implementation

Exhibit A – Attachment 1
El Dorado County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 4: Medical Surge

Objective: Coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident. Coordination also includes the proper and culturally sensitive storage of human remains during periods of increased deaths at healthcare organizations during an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Plan for a medical surge ☒ Objective 2: Respond to a medical surge	7/1/17 – 6/30/22	1. Incorporate medical surge planning into a health care organization emergency operations plan 2. Incorporate medical surge into an emergency medical services emergency operations plan 3. Incorporate medical surge into a health care coalition response plan 4. Implement emergency department and inpatient medical surge response 5. Implement out-of-hospital medical surge response 6. Develop an alternate care system 7. Provide pediatric care during a medical surge response 8. Provide surge management during a chemical or radiation emergency event 9. Provide burn care during a medical surge response 10. Provide trauma care during a medical surge response 11. Respond to behavioral health needs during a medical surge response 12. Enhance infections disease preparedness and surge response 13. Distribute medical countermeasures during medical surge response 14. Manage mass fatalities

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 1: Community Preparedness

Objective: The ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following: 1) Support the development of public health, medical, and mental/behavioral health systems that support recovery; 2) Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents; 3) Promote awareness of and access to medical and mental/behavioral health resources that help protect the community's health and address the functional needs of at-risk individuals; 4) Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals 5) Identify those populations that may be at higher risk for adverse health outcomes; and 6) Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Determine risks to the health of the jurisdiction ☒ Function 2: Build community partnerships to support health preparedness ☒ Function 3: Engage with community organizations to foster public health, medical, and mental/behavioral health social networks ☒ Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts	7/1/17 – 6/30/22	1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency preparedness outreach. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by California Department of Public Health (CDPH). 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 2: Community Recovery

Objective: Strengthen capability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Identify and monitor public health, medical, and mental behavioral health system recovery needs ☒ Function 2: Coordinate community public health, medical, and mental behavioral health system recovery operations ☒ Function 3: Implement corrective actions to mitigate damages from future incidents	7/1/17 – 6/30/22	1. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 2. Revise work plan as directed by CDPH. 3. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 4. Complete and submit specific deliverables (response plans, After-Action Reports/Improvement Plans, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 5. Submit annual performance measure data as required by the federal government. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 3: Emergency Operations Coordination

Objective: Maintain Emergency operations coordination: the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Conduct preliminary assessment to determine need for public activation ☒ Function 2: Activate public health emergency operations ☒ Function 3: Develop incident response strategy ☒ Function 4: Manage and sustain the public health response ☒ Function 5: Demobilize and evaluate public health emergency operations	7/1/17 – 6/30/22	1. Maintain staff trained in emergency response activities. 2. Maintain or maintain access to emergency operations center for local public health and medical response with the health department or county. 3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 5. Revise work plan as directed by CDPH. 6. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 7. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, emergency operations center maintenance and software) as described in approved work plan under each selected function for each budget year. 8. Submit annual performance measure data as required by the federal government. 9. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 4: Emergency Public Information and Warning

Objective: Maintain ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Activate the emergency public information system ☒ Function 2: Determine the need for a joint public information system ☒ Function 3: Establish and participate in information system operations ☒ Function 4: Establish avenues for public interaction and information exchange ☒ Function 5: Issue public information, alerts, warnings and notifications	7/1/17 – 6/30/22	1. Maintain access to trained public information staff. 2. Attend training specific to the PIO function during an emergency response. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 5: Fatality Management

Objective: Coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Determine role for public health in fatality management ☒ Function 2: Activate public health fatality management operations ☒ Function 3: Assist in the collection and dissemination of antemortem data ☒ Function 4: Participate in survivor mental/behavioral health services ☒ Function 5: Participate in fatality processing and storage operations	7/1/17 – 6/30/22	1. Maintain staff with expertise in data collection and dissemination. 2. Maintain partnership with local fatality management lead. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 6: Information Sharing

Objective: Maintain capability to conduct multi-jurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Identify stakeholders to be incorporated into information flow ☒ Function 2: Identify and develop rules and data elements for sharing ☒ Function 3: Exchange information to determine a common operating picture	7/1/17 – 6/30/22	1. Maintain Health Alert Network Administration functions (CAHAN or CAHAN Replacement system) 2. Maintain Epidemiologist or other staff with expertise in data collection and dissemination. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, software/system costs for information sharing/redundant communications) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 7: Mass Care

Objective: Maintain ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Determine public health role in mass care operations ☒ Function 2: Determine mass care needs of the impacted population ☒ Function 3: Coordinate public health, medical, and mental/behavioral health services ☒ Function 4: Monitor mass care population health	7/1/17 – 6/30/22	1. Maintain partnership with local mass care lead. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 8: Medical Countermeasure Dispensing

Objective: Maintain ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, and any others needed.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Identify and initiate medical countermeasure (MCM) dispensing strategies ☒ Function 2: Receive medical countermeasures ☒ Function 3: Activate dispensing modalities ☒ Function 4: Dispense medical countermeasures to identified population ☒ Function 5: Report adverse events	7/1/17 – 6/30/22	1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, Rand drills as required, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Meet annual MCM distribution requirements including inventory system drill and facility call down drill. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 9: Medical Materiel Management and Distribution

Objective: Maintain ability to acquire, maintain (e.g., cold chain storage or other storage protocol) transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Direct and activate medical materiel management and distribution ☒ Function 2: Acquire medical materiel ☒ Function 3: Maintain updated inventory management and reporting system ☒ Function 4: Establish and maintain security ☒ Function 5: Distribute medical materiel ☒ Function 6: Recover medical materiel and demobilize distribution operations	7/1/17 – 6/30/22	1. Purchase, store, and/or maintain medical supplies and equipment to ensue operational readiness to respond to a public health or medical emergency. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 10: Medical Surge

Objective: Maintain the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community, encompassing the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were comprised.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Assess the nature and scope of the incident ☒ Function 2: Support activation of medical surge ☒ Function 3: Support jurisdictional medical surge operations ☒ Function 4: Support demobilization of medical surge operations	7/1/17 – 6/30/22	1. Maintain partnership with County Hospital Preparedness Program to align activities and goals. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 11: Non-Pharmaceutical Interventions

Objective: Maintain ability to recommend to the applicable local lead agency (if not local public health) and implement, if applicable, strategies for disease, injury and exposure control. Strategies include: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Engage partners and identify factors that impact non-pharmaceutical interventions ☒ Function 2: Determine non-pharmaceutical interventions ☒ Function 3: Implement non-pharmaceutical interventions ☒ Function 4: Monitor non-pharmaceutical interventions	7/1/17 – 6/30/22	1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 12: Public Health Laboratory Testing

Objective: Maintain ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability support routine surveillance, including pre-event or pre-incident and post-exposure activities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Manage laboratory activities ☒ Function 2: Perform sample management ☒ Function 3: Conduct testing and analysis for routine surge capacity ☒ Function 4: Support public health investigations ☒ Function 5: Report laboratory results	7/1/17 – 6/30/22	1. Maintain Public Health Laboratory or access to Public Health Laboratory and maintain list of laboratory contacts. 2. Purchase and/or maintain laboratory supplies needed for a surge in laboratory testing including items such as reagents and other testing items. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation

Objective: Ensure ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Conduct public health surveillance and detection ☒ Function 2: Conduct public health and epidemiological investigations ☒ Function 3: Recommend, monitor, and analyze mitigation actions ☒ Function 4: Improve public health surveillance and epidemiological investigation systems	7/1/17 – 6/30/22	1. Maintain capacity for surveillance and epidemiological investigation. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 14: Responder Safety and Health

Objective: Maintain ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, as requested.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Identify responder safety and health risks ☒ Function 2: Identify safety and personal protective needs ☒ Function 3: Coordinate with partners to facilitate risk-specific safety and health training ☒ Function 4: Monitor responder safety and health actions	7/1/17 – 6/30/22	1. Develop procedures to ensure safety of public health workforce and purchase and maintain protective equipment for employees according to these procedures. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 15: Volunteer Management

Objective: The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Coordinate volunteers ☒ Function 2: Notify volunteers ☒ Function 3: Organize, assemble, and dispatch volunteers ☒ Function 4: Demobilize volunteers	7/1/17 – 6/30/22	1. Maintain local administrative functions to ensure operational readiness of the Disaster Healthcare Volunteers system. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 16: Program Management

Objective: Support public health emergency preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Coordination across multiple Capabilities ☒ Function 2: Fiscal Monitoring and Tracking ☒ Function 3: Grants Management ☒ Function 4: Reporting on Performance Measures	7/1/17 – 6/30/22	1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 1: Planning and Preparedness Activities

Objective: The ability of communities to prepare for, withstand, and recover from public health incidents including a potential pandemic influenza. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in preparing for, responding to, and recovering from a public health incident such as a pandemic influenza.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Develop, maintain and/or strengthen local pandemic influenza emergency response plan ☒ Function 2: Test pandemic influenza response in drills, exercises, and real events ☒ Function 3: Engage public and private partners to ensure coordinated response efforts ☒ Function 4: Maintain surveillance system for reporting severe and fatal cases of laboratory confirmed influenza as required by CDPH	7/1/17 – 6/30/22	1. Maintain Pandemic Influenza Coordinator and other trained staff needed to complete pandemic plans and testing of plans. 2. Maintain pandemic influenza operational response plans including plans for Government Authorized Alternate Care Sites. Purchase, store, and/or maintain supplies and equipment for operation of an alternate care site. 3. Hold mass vaccination clinics including the purchase of influenza or pneumococcal vaccine and other supplies for use in these clinics. Maintain capacity to store vaccine under refrigeration. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by California Department of Public Health (CDPH). 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
El Dorado County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 16: Program Management

Objective: Support Pandemic Influenza planning and preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Coordination across multiple Capabilities ☒ Function 2: Fiscal Monitoring and Tracking ☒ Function 3: Grants Management	7/1/17 – 6/30/22	1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the amounts specified in Attachment 1, of this Exhibit.

C. Invoices shall include the Agreement Number and shall be submitted electronically not more frequently than quarterly 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

D. HPP, PHEP, PanFlu Invoices shall:
1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
2) Bear the Contractor's name as shown on the agreement.
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 agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Amounts Payable

A. The maximum amount payable under this agreement shall not exceed the total sum of $2,290,195.00.

The amounts payable under this agreements for Financial Years 1 through 5 (July 1, 2017 through June 30, 2022) as identified by Attachment 1, of this Exhibit shall not exceed:

1. $1,171,365.00, PHEP Funds.
2. $788,880.00, HPP Funds.
3. $329,950.00, Pandemic Influenza Funds.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered, commensurate with the state fiscal year in which services are performed and/or goods are received.

C. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual should be electronically sent to CDPH.

Exhibit B
Budget Detail and Payment Provisions

D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

E. Contractor shall deposit funds received under this Agreement into separate accounts such that they can track and report on funds separately, and identify interest earned (according to Federal Regulation 2-CFR 200.305) from each funding stream of local public health preparedness for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this Agreement. CDPH requires the Contractor to set up separate Federal Funds for CDC, HPP and Pan Flu funds.

F. The interest earned on moneys in the accounts shall accrue to the benefit of the fund and shall be expended for the same purposes as other moneys in the fund.

3. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform 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 Contractor to reflect the reduced amount.

4. 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.

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 agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the **“Contractor’s Release (Exhibit H)”.**

6. Expense Allowability / Fiscal Documentation

A. Funds shall not be used to supplant funding for existing levels of services and shall only be used for the purposes specified in this Agreement.

Exhibit B
Budget Detail and Payment Provisions

B. In executing this Agreement, Contractor agrees to comply with the terms and conditions of the Local Health Department and/or Local HCC Entity, the Local Grant Application Guidance for Financial Year's 2017-22, and the Work Plans and Budgets as approved by CDPH.

C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior written approval from CDPH and funds may not be expended prior to such approval.

D. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

E. Contractor shall maintain for review and audit, and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

F. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent, or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

A. Contractor agrees that claims based upon the term of this agreement or an audit finding, and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:

1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

2) A repayment schedule which is agreeable to both the State and the Contractor.

B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Advance Payment Authority and Limitation

A. Pursuant to Government Health and Safety Code Section 101317(d) Funds appropriated pursuant to the annual Budget Act or another act for allocation to local health jurisdictions

pursuant to this article shall be disbursed quarterly to local health jurisdictions beginning July 1, 2002, using the following process:

1) Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, they would be quarterly allocations.

2) 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 Contractor's annual contract budget.

9. Travel and Per Diem Reimbursement

A. 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. See CalHR website: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx

10. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, budget line item category shifts of up to ten percent (10%) are allowed, so long as the annual agreement total neither increases nor decreases.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

11. Accountability Requirements

A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH. CDPH will notify Contractor prior to taking any action to recoup such funds.

B. CDPH may withhold payments if the Contractor is not in compliance with the terms and conditions of this Agreement or the approved Application, Work Plans and Budgets. CDPH may withhold payments if the Contractor cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the Contractor's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify the Contractor prior to withholding or reducing such payments.

Exhibit B
Budget Detail and Payment Provisions

C. Contractor shall return unexpended funds unless carry forward or extension of such funds is approved by CDPH in accordance with Federal requirements.

D. Contractor shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years and make them available for inspection and audit by CDPH or the Bureau of State Audits upon reasonable request.

PERSONNEL	SALARY RANGE	PHEP BUDGET YEARS 1-5	HPP BUDGET YEARS 1-5	PANFLU BUDGET YEARS 1-5	TOTAL BUDGETS Years 1-5
Program Manager	$ 7,200.00 - $ 8,700.00				
Supervising Health Education Coord.	$ 5,250.00 - $ 6,400.00				
Health Program Specialist	$ 3,800.00 - $ 4,700.00				
Community Health Advocate	$ 3,250.00 - $ 4,000.00				
Sr. Office Assistant	$ 2,700.00 - $ 3,300.00				
TOTAL PERSONNEL COST (salary/fringe)		**$ 852,000**	**$ 499,104**	**$ 263,960**	**$ 1,615,064**
OPERATING COST Office Supplies, exercise material and supplies, communication, lap tops					
TOTAL OPERATING COST		**$ 20,000**	**$ 100,000**	**$ -**	**$ 120,000**
TRAVEL In-State Out-of-State					
TOTAL TRAVEL COST		**$ 20,000**	**$ 12,500**	**$ -**	**$ 32,500**
MAJOR EQUIPMENT Trailer, generator, lab equipment					
TOTAL EQUIPMENT		**$ 10,000**	**$ 12,500**	**$ -**	**$ 22,500**
OTHER COSTS Software/licenses, training, exercise material and maintenance agreements					
TOTAL OTHER COST		**$ 6,365**	**$ 2,500**	**$ -**	**$ 8,865**
SUBCONTRACTS					
TOTAL SUBCONTRACTS		**$ 50,000**	**$ 37,500**	**$ -**	**$ 87,500**
INDIRECT		**$ 213,000**	**$ 124,776**	**$ 65,990**	**$ 403,766**
TOTAL BUDGET		**$ 1,171,365**	**$ 788,880**	**$ 329,950**	**$ 2,290,195**

Exhibit B - Attachment 2
Payment Criteria

2017-22 CDC Public Health Emergency Preparedness (PHEP), HHS Hospital Preparedness Program (HPP) Funding (CFDA# 93.074) and Pandemic Influenza Fund

2017-22 Allocation Agreement

		HPP, PHEP (Base, Cities Readiness Initiative (CRI), Lab (including Lab Trainee, and Lab Training Assistance)), and Pandemic Influenza Funds
1st Quarter Payment	Criteria	CDPH must receive the following: • Fully executed Contract (Year 1 only). • Receipt of all required application documents. • Approved HPP, PHEP, and Pan Flu Work Plan(s), as it applies. • Approved HPP, PHEP, and Pan Flu Budget(s), as it applies.
	Payment	Annual advance payment of 25% of initial HPP, PHEP, and/or Pan Flu Fund allocation.
2nd Quarter Payment	Criteria	CDPH must receive the following: • 1st Quarter Payment Criteria must be met. • Annual submission of prior year's HPP, PHEP, and/or Pan Flu Year End Progress and Expenditure Reports. • Contractor submits an invoice for approvable expenditures for a minimum of 25% of their initial allocation enough to cover the Q1 advance payment.
	Payment	Receipt of an invoice equivalent to the Q1 advance payment, is a no payment. Any expenditures exceeding the Q1 advance payment will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
3rd Quarter Payment	Criteria	• 1st & 2nd Payment Criteria must be met. • Annual receipt of current year's HPP, PHEP, and/or Pan Flu Mid-Year reports. • If funds are carried over from the previous year, the funds must be spent by a date determined by CDPH. • Contractor Submits an invoice for approvable expenditures.
	Payment	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
4th Quarter Payment	Criteria	• 1st, 2nd & 3rd Payment Criteria must be met. • Contractor Submits an invoice for approvable expenditures. • Expenditures occurring on or by the end of each fiscal year (June 30), must be invoiced and submitted on the date determined by CDPH.
	Payment	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
Carry-Forward Payment(s)	Criteria	• Carry-Forward funds must be expended by March 31, annually. • Invoices for carry-forward funds must be submitted to EPO by April 30, annually.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules
2. Equipment Ownership / Inventory / Disposition
3. Subcontract Requirements
4. Income Restrictions
5. Site Inspection
6. Intellectual Property Rights
7. Prior Approval of Training Seminars, Workshops or Conferences
8. Confidentiality of Information
9. Documents, Publications, and Written Reports
10. Dispute Resolution Process
11. Officials Not to Benefit
12. Prohibited Use of State Funds for Software
13. Contract Uniformity (Fringe Benefit Allowability)
14. Cancellation

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers,

employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are

purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $2,500 for any artices, supplies, equipment, or services. The Contractor shall obtain at least three competive quatations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $2,500 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to

CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of

any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is

functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. Dispute Resolution Process

a. A Contractor 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 Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor 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 Contractor'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 Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor'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 Contractor 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 Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor 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).

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 Contract 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 Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.

(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor 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 agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1) 2017-18 Federal Guidance Documents:
   - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs.

2) Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning.

3) Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness.

4) CDPH Health Administrative Manual Section 5-1000

5) CDPH Local Grant Application Guidance and all appendices and attachments annually sent to Local Health Departments and/or Local HCC Entities for CDC PHEP, State General Fund Pandemic Influenza, and/or HPP Program Funds.

6) Local Health Departments and/or Local HCC Entity's Public Health Emergency Preparedness Allocation Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to Local Health Departments and/or Local HCC Entities for all attachments).

2. Insurance Requirements

A. <u>General Provisions Applying to All Policies</u>

1) <u>Coverage Term</u> – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) <u>Policy Cancellation or Termination and Notice of Non-Renewal</u> – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) <u>Premiums, Assessments and Deductibles</u> – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) <u>Primary Clause</u> – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

Exhibit E
Additional Provisions

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract 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. Federal Requirements
8. Air and Water Pollution Requirments
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

1. Federal Contract 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

a. The Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 subcontractor or vendor. The Contractor will take such action with 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor 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 Agreement, the Contractor 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 Agreement, the Contractor 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 Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH 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.

e. If the Contractor 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 Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement 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 Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement 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 agreements 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 contract or agreement, subcontract, grant, or 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 contract, or grant or any extension or amendment of that contract, or 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 Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or 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**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor 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. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, 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.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor further agrees that it will insert this certification into any subawards ~~(subcontracts or subgrants)~~ entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor 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.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontrac tor agrees to abide by all requirements specified in 2 CFR 200 *et seq*., 2 CFR *et seq*., as applicable, including but not limited to obtaing an annual audit, and any subsequent federal regulatory additions or revisions.

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) <u>If the Contractor is a nonprofit organization</u> (as defined in H&S Code section 38040) <u>and receives **$25,000 or more** from any State agency under a direct service contract or agreement</u>; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) <u>If the Contractor is a nonprofit organization</u> (as defined in H&S Code section 38040) <u>and receives **less than $25,000** per year from any State agency under a direct service contract or agreement</u>, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) <u>If the Contractor is a State or Local Government entity or Nonprofit organization</u> (as defined in 2CFR Part 200) <u>and expends $750,000 or more in Federal awards</u>, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

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

a. The Contractor 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 Contractor'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. Contractor agrees that CDPH, the Department of General Services, 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. Contractor 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 Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor 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.

e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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 subcontractor's, subcontracts, and contracts under 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.

El Dorado County Name of Contractor	Patricia Charles-Heathers, Ph.D. Printed Name of Person Signing for Contractor
17-10152 Contract Number	Patricia Charles-Heathers Signature of Person Signing for Contractor
7-14-17 Date	Director, Health and Human Services Agency Title

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

California Department of Public Health

CDPH reserves the right to notifiy the Contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*	
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.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

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).

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.

Exhibit G

Glossary of EPO Related Acronyms and Terms

ACS: Alternate Care Site

Agency: A division of government with a specific function. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A representative of any agency that provides resources or personnel in support of an incident. The Agency Representative is assigned to the Liaison Officer at the Incident Command Post or Emergency Operations Center and provides representation for their agency and assigned staff and/or resources.

All−Hazards: Any incident, natural or manmade, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

Ambulance Strike Team (AST): Ambulance Strike Teams are positioned throughout the State to support local emergency medical service response, including medical transportation. There are both pre-designated and undesignated ASTs in California. Pre-designated ASTs are under contract with EMSA and consist of 5 ambulances and 1 Disaster Medical Support Unit (DMSU) that provides enhanced communication ability and supplies to support field deployment, including medical supplies and provisions for AST personnel. Use of the DMSUs and a requirement to provide ASTs is by contract with EMSA. Undesignated ASTs are organized at the local level and are not under contract with EMSA, although they may respond to requests from EMSA in times of need.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision making.

Assistance-by-Hire: Assistance-by-hire resources are those elements of personnel and equipment which are provided through specific arrangements not associated with mutual aid.

AST: Ambulance Strike Team

CA-EF: California Emergency Function

CA-EF8: California Emergency Function 8 (Public Health and Medical)

CAHAN: California Health Alert Network

Cal OES: California Office of Emergency Services

Cal EPA: California Environmental Protection Agency

California Department of Public Health (CDPH): The California Department of Public Health is dedicated to optimizing the health and well-being of the people in California and is the lead State agency for coordinating State-level support for public health and/or environmental health incidents. CDPH's responsibilities include the following: administers and coordinates disaster-related public health programs and assesses hazards to the public's health; assists local public health departments and local environmental health departments in conducting public health functions.; coordinates with local health departments to conduct surveillance of infectious diseases in a disaster area and determines appropriate actions to be taken to prevent and control disease outbreaks; provides

epidemiological and laboratory support through State and local public health and clinical laboratories and cooperating federal health and environmental laboratories; collects and analyzes data and reports information for public health emergency planning and response; assesses health, safety, emergency preparedness and response plans for healthcare facilities; ensures the safety of drinking water supplies; assesses potential health effects, recommends protective measures and drafts measures to protect the public from chemical, biological, radiological and nuclear incidents; obtains and provides medical supplies and pharmaceuticals following a disaster; and assesses health, safety, emergency preparedness and response plans for health care facilities that the department regulates.

California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA): An agreement entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency.

California Emergency Function (CA-EF): The CA-EFs are a grouping of State agencies, departments and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the State's ability to collaboratively prepare for, effectively mitigate, cohesively respond to and rapidly recover from any emergency. CA-EFs unify a broad-spectrum of stakeholders with various capabilities, resources and authorities to improve collaboration and coordination for a particular discipline.

California Emergency Function 8 (CA-EF8): CA-EF8, Public Health and Medical, coordinates public health and medical activities and services statewide in support of local jurisdiction resource needs for preparedness, response and recovery from emergencies and disasters. The California Health and Human Services Agency is the lead agency for CA-EF8.

California Emergency Management Agency (Cal EMA): Cal EMA is responsible the coordination of overall State agency response to major disasters in support of local government. The Agency is responsible for assuring the State's readiness to respond to and recover from all hazards – natural, manmade, war-caused emergencies and disasters – and for assisting local governments in their emergency preparedness, response, recovery and hazard mitigation efforts.

California Emergency Services Act (ESA): An act within the California Government Code to insure that preparations within the State will be adequate to deal with natural, man-made, or war caused emergencies which result in conditions of disaster or in extreme peril to life, property and the natural resources of the State and generally to protect the health and safety and preserve the lives and property of the people of the State.

California Medical Assistance Teams (CAL-MATs): California Medical Assistance Teams (CAL-MATs) are deployable teams that support specialized health response needs such as disaster triage sites, clinics, medical shelters and hospitals including EMSA's three 200-bed Mobile Field Hospitals. EMSA maintains oversight of warehouse operations and cache management including vehicles, equipment and supplies, and coordinates team formation and response. The size of the team is determined by the medical mission.
CAL-MAT: California Medical Assistance Teams

Caltrans: California Department of Transportation

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Glossary of EPO Related Acronyms and Terms

CCLHO: California Conference of Local Health Officers

CDC: United States Centers for Disease Control and Prevention

CDHOM: California Disaster Health Operations Manual

CDMOM: California Disaster Medical Operations Manual

CDPH: California Department of Public Health

CEH: CDPH Center for Environmental Health

CHP: California Highway Patrol

CID: CDPH Center for Infectious Disease

CHHS: California Health and Human Services Agency

CMS: Centers for Medicare and Medicaid Services

CSWC: California State Warning Center

CUPA: Certified Unified Program Agency

DCDC: CDPH Division of Communicable Disease Control

DWRLB: Drinking Water and Radiation Laboratory Branch

DEODC: CDPH Division of Environmental and Occupational Disease Control

DOC: Department Operations Center

Demobilization: The orderly, safe, and efficient return of an incident resource to its original location and status.

Department Operations Center (DOC): An Emergency Operations Center specific to a single department or agency. The focus is on internal agency incident management and response. DOCs are usually linked to, and in most cases are physically represented within, a combined agency EOC through authorized representatives for the department or agency.

DFDRS: CDPH Division of Food, Drug and Radiation Safety

DHCS: Department of Health Care Services

DHS: United States Department of Homeland Security

DHV: Disaster Health Care Volunteers

Disaster: A sudden calamitous event bringing great damage loss or destruction. See Major Disaster.

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Glossary of EPO Related Acronyms and Terms

Disaster Healthcare Volunteers (DHV): DHV is a secure, web-based system that registers and credentials health professionals who may wish to volunteer during a disaster, including doctors, nurses, paramedics, pharmacists, dentists, mental health practitioners, etc. DHV may be locally accessed by all 58 counties and 43 Medical Reserve Corps Units to support a variety of local needs, including augmenting medical staff at HCFs or supporting mass vaccination clinics. EMSA administers the system, coordinates statewide recruitment efforts and ongoing training opportunities. DHV is California's Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP).

DMAT: Disaster Medical Assistance Team

DMORT: Disaster Mortuary Operational Response Team

Emergency: Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Assistance Agreements: Written or oral agreements between and among public and private agencies and organizations that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of emergency support prior to, during, and/or after an incident. Such agreements often describe the circumstances, conditions, limitations, and provisions for reimbursement of costs related to the provision of assistance. Sometimes called day-to-day agreements, such arrangements may supplement resources whenever demand exceeds the available supply of the needed resource. Pre-established emergency assistance agreements are distinct from "mutual aid" provided under the California Civil Defense Master Mutual Aid Agreement (MMAA).

Emergency Management Assistance Compact (EMAC): A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

Emergency Medical Services Authority (EMSA): EMSA has been designated as the lead agency for coordinating disaster medical services in California. It is responsible for coordinating the prompt delivery of disaster medical resources to local governments in support of their disaster medical response. This includes the acquisition of personnel and medical supplies and materials from unaffected regions of the State to meet the needs of affected counties. EMSA also facilitates the evacuation of injured disaster victims to hospitals in areas/regions not impacted by the disaster.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or some combination thereof.

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Glossary of EPO Related Acronyms and Terms

Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency System Activation: When an Operational Area activates any aspect of its Medical and Health Disaster Plan or when an incident leads to activation of Department Operations Centers (DOCs) and/or Emergency Operation Centers (EOCs).

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE). FIRESCOPE was originally developed to improve the capability of firefighting agencies in southern California in allocating and managing fire suppression resources. The current mission of FIRESCOPE is to provide recommendations and technical assistance to Cal EMA to provide a statewide program for California that unifies federal, State and local fire agencies into a single fire response system.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.
Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazardous Material: Any material that because of its quantity, concentration, physical or chemical characteristics poses a significant present or threatened hazard to human health and safety or to the environment if released into the workplace or the environment (Health and Safety Code §25501). An umbrella term that includes but is not limited to hazardous materials; hazardous wastes; oil; petroleum products; radioactive materials; radioactive wastes; mixed wastes (combination of radioactive and chemical); biological agents; sewage and infectious wastes; industrial and agricultural chemicals (pesticides, herbicides, fungicides, etc.); explosives; air contaminants and marine pollutants.

Incident: An occurrence or event, natural or man-made, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Command Post (ICP): The field location where primary response functions are performed. The ICP may be co-located with the incident base or other incident facilities.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

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Glossary of EPO Related Acronyms and Terms

Medical and Health Coordination Center (MHCC): The MHCC is the co-located Emergency Operations Center for CDPH, DHCS and EMSA. The role of the MHCC includes the following core functions: coordination; communications; resource allocation and tracking; and information collection, analysis and dissemination.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

Jurisdictional Agency: The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

Liaison Officer: A member of the Command Staff (management staff at EOC) responsible for coordinating with representatives from cooperating and assisting agencies/organizations. The Liaison Officer coordinates the initial entry of Agency Representatives into the EOC and provides guidance and support as required.

Local Emergency Medical Services Agency (LEMSA): The agency, department, or office having primary responsibility for administration of emergency medical services in a county or multiple counties, including disaster medical preparedness and response.

Local Environmental Health Department (EHD): The agency, department, or office having primary responsibility for administration of environmental health services in a county or counties.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a non-profit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

Local Health Department (LHD): The agency, department, or office having primary responsibility for administration of public health services in a county or city.

Local Health Officer (LHO): City and county health officers are authorized by the Health and Safety Code to take any preventive measure necessary to protect and preserve the public health from any public health hazard during a local emergency or State of Emergency within their jurisdiction. Preventive measures include abatement, correction, removal, or any other protective steps which may be taken against any public health hazard that is caused by a disaster and affects public health. The local health officer may proclaim a local emergency if he or she has been specifically designated to do so by ordinance adopted by the governing body of the jurisdiction (H&S Code, Section 101310). When a health emergency has been declared by a local health officer or board of supervisors, the local health officer has supervision and control over all environmental health and sanitation programs and personnel employed by the county during the State of Emergency.

Logistics: Providing resources and other services to support incident management.

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Major Disaster: Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Medical Health Operational Area Coordinator (MHOAC): See Health and Safety Code §1797.153 (Appendix A).

Medical Health Operational Area Coordination (MHOAC) Program: A comprehensive program under the direction of the MHOAC that supports the 17 functions outlined in Health and Safety Code §1797.153.

Mission Support Team (MSTs): MSTs provide logistical support to deployed mobile medical assets maintained by EMSA, (e.g., California Medical Assistance Teams, Mobile Field Hospitals, Ambulance Strike Teams, etc.), and also provide coordination between the requesting local jurisdiction and the deployed asset(s). Coordinated by EMSA, MSTs may consist of State, local government, and/or private sector personnel. The size of the MST is determined by the medical mission.

Mitigation: Provides a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

Mobile Field Hospitals (MFHs): In addition to local and federal MFHs, EMSA maintains three MFHs to assist with medical care during a disaster that impacts the operational status of the health care system. Each of EMSA's 200-bed MFH is a vendor-managed turnkey acute care hospital that provides basic emergency, surgical, intensive care unit, radiography and laboratory services and can be ready to receive patients within 72 hours of deployment.

Mobilization: The process and procedures for activating, assembling, and transporting the resources that have been requested to respond to or support an incident.

Mobilization Center: An off-emergency location where emergency services personnel, equipment and supplies may be temporarily located, pending assignment to the emergency, release, or reassignment.

Multi-Agency Coordination System (MAC System): A MAC System that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. A MAC System includes facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOCs and MAC Groups, which assist agencies and organizations responding to an incident. MAC Groups typically consist of administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds.

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Glossary of EPO Related Acronyms and Terms

Mutual Aid Coordinator: An individual at local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Region: A mutual aid region is a subdivision of the State established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the State, consisting of two or more Operational Areas.

National Disaster Medical System (NDMS): A federal medical response system that supplements state and local emergency resources during disasters or major emergencies. NDMS may be activated in response to a presidential disaster declaration or a state request for major medical assistance.

National Incident Management System (NIMS): Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

Non-Governmental Organization (NGO): An entity with an association that is based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Area (OA): An intermediate level of the State of California emergency organization, consisting of a county and all political subdivisions within the geographical boundaries of the county.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12-24 hours.

Political Subdivision: Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.

Preparedness: A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

Private Sector: Organizations/entities that are not part of the governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry.

Public Health and Medical System: An inter-connected system of public and private entities whose activities and responsibilities involve public health; environmental health; and medical services, including emergency medical services. The participants in the Public Health and Medical System include those involved in the delivery of health care in addition to those involved in the protection and promotion of public health and environmental health. Examples include but are not limited to health care facilities such as hospitals, skilled nursing facilities, and community clinics; Indian health services; local health departments; local emergency medical services agencies; local environmental health departments; ambulance providers; public health laboratories; public water systems; hazardous

materials responders; dispatch centers; and many other entities/organizations that conduct daily activities and/or emergency response activities relevant to public health, environmental health and medical services.

Public Information: Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders directly and indirectly affected.

Recovery: The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

Regional Disaster Medical and Health Coordinator (RDMHC): See Health and Safety Code §1797.152 (Appendix B).

Regional Disaster Medical and Health Coordination (RDMHC) Program: A comprehensive program under the direction of the Regional Disaster Medical and Health Coordinator that supports information flow and resource management during unusual events and emergencies. This program includes the Regional Disaster Medical and Health Specialist.

Regional Disaster Medical Health Specialist (RDMHS): The Regional Disaster Medical Health Specialist is a component of the RDMHC Program that directly supports regional preparedness, response, mitigation and recovery activities.

Region Emergency Operations Center (REOC): Regional facilities representing each of Cal EMA's three Administrative Regions (Inland, Coastal and Southern). REOCs provide centralized coordination of resources among Operational Areas within their respective regions, and between the Operational Areas and State level.

Reimbursement: The recouping of funds expended for incident-specific activities.

Resource Management: Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short−term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the

situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response Information Management System (RIMS): The Internet-based information management system maintained by the California Emergency Management Agency for collecting information on the disaster situation, communicating action plans, and requesting mission requests.

Special District: A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500.

Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act establishes the programs and processes for the Federal Government to provide disaster and emergency assistance to States, local governments, tribal nations, individuals, and qualified private non-profit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request Federal disaster and emergency assistance from the President. The President may declare a major disaster or emergency.

Staging Area: An area established for the temporary location of available resources. A Staging Area can be any location in which personnel, supplies and equipment can be temporarily housed or parked while awaiting operational assignment.

Standardized Emergency Management System (SEMS): A system required by California Government Code for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field response, Local Government, Operational Area, Region and State.

State Operations Center (SOC): The SOC is operated by the California Emergency Management Agency. It is responsible for the centralized coordination of State resources in support of the three Cal EMA Administrative Regions (REOCs). It is also responsible for providing updated situation reports to the Governor and legislature.

Tribal Entity: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq].

Unified Command: An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

Unusual Event: An unusual event is defined as an incident that significantly impacts or threatens public health, environmental health or medical services. An unusual event may be self-limiting or a precursor to emergency system activation. The specific criteria include any of the following:

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Glossary of EPO Related Acronyms and Terms

• The incident significantly impacts or is anticipated to impact public health or safety;
• The incident disrupts or is anticipated to disrupt the Public Health and Medical System;
• Resources are needed or anticipated to be needed beyond the capabilities of the Operational Area, including those resources available through existing agreements (day-to-day agreements, memoranda of understanding, or other emergency assistance agreements);
• The incident produces media attention or is politically sensitive;
• The incident leads to a Regional or State request for information; and/or
• Whenever increased information flow from the Operational Area to the State will assist in the management or mitigation of the incident's impact

Exhibit H

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** _____ entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): El Dorado County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)*	*Federal ID Number*
By (Authorized Signature) Patricia Charles-Heathers	
Printed Name and Title of Person Signing	
Date Executed 7-14-17	*Executed in the County and State of*

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
El Dorado County	94-6000511
By (Authorized Signature)	
Patricia Charles-Heathers	
Printed Name and Title of Person Signing	
Patricia Charles-Heathers, Ph.D., Director, Health and Human Services Agency	
Date Executed	*Executed in the County of*
7-14-17	El Dorado

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 19

2017-2022 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity: El Dorado County

As the duly authorized representative of the above-named County, I hereby certify as follows:

1. The funds allocated by the California Department of Public Health (CDPH) under the Contract will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Contract.

2. Upon receipt, the funds will be deposited into an interest-bearing local public health preparedness trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature: Patricia Charles-Heathers
Printed Name: Patricia Charles-Heathers, Ph.D.
Title: Director, Health and Human Services Agency
Phone: (530) 621-6270
Date: 7/14/17

Please return the original signed certification with your FY 2017-22 PHEP, GF Pan Flu and HPP Funding Agreement to:

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

Contract #: 132-F1811
Index Code: 401130

CONTRACT ROUTING SHEET

Date Prepared: ~~06-29-2017~~ 07-03-2017 **Need Date:** 07-12-2017

PROCESSING DEPARTMENT:
Department: HHSA
Dept. Contact: Zhana Mc Cullough
Phone #: Ext. 7154
Department Head Signature: Patricia Charles-Heathers
Patricia Charles-Heathers, Ph.D., Director

CONTRACTOR:
Name: CA Dept of Public Health
Address: 1616 Capitol Ave., Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899
Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency
Service Requested: Agreement for preparedness activities performed by HHSA staff.
Contract Term: 07/01/2017 – 06/30/2022 Contract/Grant Value: $2,290,195
Compliance with Human Resources requirements? N/A X Yes ____ No: ____
Compliance verified by: Incoming funding

EL DORADO COUNTY COUNSEL 2017 JUL -3 PM 1:25

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: X Disapproved: ____ Date: 7/10/17 By: [illegible]
Approved: ____ Disapproved: ____ Date: ____ By: ____

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓ Disapproved: ____ Date: 7-10-17 By: [illegible]
Approved: ____ Disapproved: ____ Date: ____ By: ____

AM 11:14 HR/RM JUL 10 '17

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.
Departments: *Information Technologies (under separate cover)*
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____

CFO Review 6/30/17 Date
Deputy Director, Administration and Contracts 7/3/17 Date
yck 6/29/17

Rev. 12/2000 (GS-GVP)

Contract #: 132-F1811
Index Code: 401130

CONTRACT ROUTING SHEET

Date Prepared: 06-29-2017 **Need Date:** 07-12-2017

PROCESSING DEPARTMENT:
Department: HHSA
Dept. Contact: Zhana Mc Cullough
Phone #: Ext. 7154
Department Head Signature: Patricia Charles-Heathers, Ph.D., Director

CONTRACTOR:
Name: CA Dept of Public Health
Address: 1616 Capitol Ave., Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899
Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency
Service Requested: Agreement for preparedness activities performed by HHSA staff.
Contract Term: 07/01/2017 – 06/30/2022 Contract/Grant Value: $2,290,195
Compliance with Human Resources requirements? N/A X Yes ____ No: ____
Compliance verified by: Incoming funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.
Departments: *Information Technologies* (see attached)
Approved: ✓ Disapproved: ____ Date: 7/7/17 By: [signature]
Approved: ____ Disapproved: ____ Date: ____ By: ____

CFO Review Date Deputy Director, Administration and Contracts Date

County of El Dorado
Information Technologies

Jon Henry
Deputy Director

Address: 360 Fair Lane
Placerville, CA 95667
Voice (530) 621-5452

MEMORANDUM

Date: July 7, 2017

To: Zhana McCullough, HHSA Contracts

Subject: Contract Review, HHSA Contract # 132-F1811 Agreement for Preparedness Activities Performed by HHSA Staff

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Information Technologies reviewed the subject contract, and the following items are noted:

Exhibit D, Paragraph 8 (page 12 of 16)
The confidentiality and information protection requirements in this section are policy and procedure dependent, and will be primarily the responsibility of HHSA.

There are no technical security requirements in the agreement that require IT comment or action.

RESOLUTION NO. **083-2017**

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Authorization for the Health and Human Services Agency Director to Execute and Administer Program-Related Funding/Revenue Agreements, Allocations, and Grants

WHEREAS, in accordance with Board of Supervisors (hereinafter referred to as the "Board") Policy A-6 "Grant Applications," the "Board of Supervisors is the sole authority for accepting grant awards and approving grant agreements. After acceptance of a grant award and approval of the grant agreement, the Board may delegate authority to execute the grant agreement and other grant related documents"; and

WHEREAS, the Health and Human Services Agency (HHSA) receives many opportunities to obtain revenue to help fund program operations in the form of funding agreements, allocations, and grants from Federal, State, and other granting agencies (hereinafter referred to as "Revenue Agreements"); and

WHEREAS, these funding sources are vital to HHSA's ability to provide necessary and in some cases mandated services, to the community and residents of the County; and

WHEREAS, these Revenue Agreements are often received late and the timeline allowed by the funding authority (Federal, State, and other) for execution of the various Revenue Agreements is brief, resulting in a significant workload impact for HHSA, County Counsel, Risk Management, the Chief Administrative Office, and the Board; and

WHEREAS, the additional time required to prepare for and receive approval from the Board to accept the funding and execute Revenue Agreements reduces the period of time costs may be charged against the funding sources and results in costs charged to other funding sources, including General Fund; and

WHEREAS, the funding realized by these Revenue Agreements is included annually in HHSA's operating budget or has been approved individually by the Board; and

WHEREAS, to ensure the timely and efficient processing of revenue agreements thereby safeguarding the continuation of essential services, the Board of Supervisors hereby authorizes the HHSA Director to act on behalf of the County of El Dorado through June 30, 2018 and accept funding and execute all necessary documents required to secure and maintain Revenue Agreements from funding sources or granting agencies, as represented in Attachment A, as represented in the Agency's operating budget, or approved separately by the Board of Supervisors, including any future amendments or subsequent agreements, and contingent upon approval by County Counsel and Risk Management, as applicable.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of El Dorado does hereby:

1) Delegate authority to Health and Human Services Agency Director, on behalf of the County through June 30, 2018, in accordance with Board of Supervisors Policy A-6, to accept funding and execute Revenue Agreements from funding sources or granting agencies as represented in Attachment A attached hereto and incorporated by reference herein, including subsequent agreements from funding sources or granting agencies previously approved by the Board, and amendments thereto, if any,

which provide the means for the Health and Human Services Agency to operate its various programs, and contingent upon approval by County Counsel, Risk Management as applicable; and

2) Approve and authorize the HHSA Director to continue to administer these funding/revenue agreements, allocations, and allotments, and further authorize the HHSA Director, HHSA Assistant Director of Administration and Finance, or the HHSA Chief Fiscal Officer to execute any required fiscal and programmatic reports.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 16th day of May, 2017, by the following vote of said Board:

Ayes: Veerkamp, Ranalli, Hidahl, Frentzen
Noes: None
Absent: Novasel

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
Shiva Frentzen, Chair
Board of Supervisors

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
Attest: James S. Mitrisin, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: _____ Date: 5/18/17
Kim Dawson, Sr. Deputy Clerk

Attachment A

Revenue Agreements - Health and Human Services Agency

	Granting Agency	Description	Agreement Number	Start Date	End Date	Approximate Amount
1	California Department of Aging	Funding Agreement for certain Aging Services programs for FY 2016 - 2017 (CDA #AP-1617-29)	058-F1711	7/1/2016	6/30/2017	$1,060,131.00
2	California Department of Aging	Funding Agreement for certain Aging Services programs for FY 2017 - 2018 (CDA #AP-1718-29)	051-F1811	7/1/2017	6/30/2018	$1,000,000.00
3	California Department of Aging	Funding Agreement for Multipurpose Senior Services Program (MSSP) for FY 2016-2017 (CDA #MS-1617-35)	035-F1711	7/1/2016	6/30/2017	$257,100.00
4	California Department of Aging	Funding Agreement for Multipurpose Senior Services Program (MSSP) for FY 2017-2018 (CDA #MS-1718-35)	061-F1811	7/1/2017	6/30/2018	$260,000.00
5	California Department of Community Services & Development	Low-Income Home Energy Assistance Program (LIHEAP) 2016 Funding Agreement. (CSD #16B-4007)	266-F1611	1/1/2016	9/30/2017	$2,204,749.00
6	California Department of Community Services & Development	Low-Income Home Energy Assistance Program (LIHEAP) 2017 Funding Agreement. (CSD #17B-3007)	265-F1711	10/1/2016	12/31/2017	$1,105,693.00
7	California Department of Community Services & Development	2017 Community Services Block Grant allocation agreement. (17F-2009).	341-F1711	1/1/2017	12/31/2017	$75,523.00
8	California Department of Community Services & Development	Funding agreement for Dept of Energy Weatherization Assistance Program activities. (16C-6007)	075-F1711	7/1/2016	6/30/2017	$64,892.00
9	California Department of Community Services & Development	2016 Community Services Block Grant Targeted Initiative (16F-5531)	497-F1611	6/15/2016	5/31/2017	$32,078.00
10	California Department of Health Care Services	Medi-Cal Targeted Case Management (TCM) Provider Participation Agreement	09-1318	7/1/2013	6/30/2018	$1,240,000.00
11	California Department of Health Care Services	Medi-Cal Targeted Case Management (TCM) Provider Participation Agreement (PPA #: 09-17EVRGRN)	477-F1711	to be determined	Perpetual	$125,000/year
12	California Department of Health Care Services	Federal supplemental reimbursement for ground emergency medical transportation services.	526-F1011	1/30/2010	Perpetual	$250,000/year
13	California Department of Health Care Services	Medi-Cal Administrative Activities (MAA Funding agreement).	14-90036	7/1/2014	6/30/2017	$1,500,000.00
14	California Department of Health Care Services	Medi-Cal Administrative Activities (MAA Funding agreement) (17-94010)	029-F1811	7/1/2017	6/30/2020	$2,250,000.00

Attachment A

Revenue Agreements - Health and Human Services Agency

	Granting Agency	Description	Agreement Number	Start Date	End Date	Approximate Amount
15	California Department of Health Care Services	Mental Health Plan (MHP) Funding for the provision of MH services to Medi-Cal eligible residents of the County. State Contract #12-89361	456-F1311	5/1/2013	6/30/2018	Varies - based on usage.
16	California Department of Health Care Services	Substance Use Disorder services funding for FY 2014 - 2017. (State and Federal funding) CA Dept. of Health Care Services #14-90055.	284-F1511	7/1/2014	6/30/2017	$4,135,358.00
17	California Department of Health Care Services	2016-2017 MH Funding allocations: Base Allocation = $132,253; Dual Diagnosis Set-Aside = $38,077; First Episode Psychosis Set-Aside = $137,205	062-F1711	7/1/2016	6/30/2017	$307,534.00
18	California Department of Health Care Services	2016-2017 PATH Allocation (Federal Projects For Assistance in Transition from Homelessness [PATH]).	057-F1711	7/1/2016	6/30/2017	$35,413.00
19	California Department of Health Care Services	Child Health and Disability Prevention (CHDP) and California Children's Services (CCS) allocations for FY 2016 - 2017.	CHDP-CCS, 2016-2017	7/1/2016	6/30/2017	$944,763.00
20	California Department of Health Care Services	Medi-Cal renewal assistance allocation agreement. Assist current Medi-Cal beneficiaries in renewing their coverage. (to be contracted out to EDCCHC)	326-F1611	1/1/2015	6/30/2018	$69,772.00
21	California Department of Public Health	Funding for Public Health Preparedness programs (PHP, Cities Readiness Initiative, HPP, Pandemic Flu), Fys 2014 - 2018. (CDPH #14-10500)	026-F1511	7/1/2014	6/30/2018	$1,490,073.00
22	California Department of Public Health	Supplemental Funding for Ebola Preparedness and Response. (CDPH: Agreement Allocating Funds Number 15-10353)	495-F1511	7/1/2015	6/30/2017	$137,446.00
23	California Department of Public Health	Federal FY 2015-2019 funding agreement for the Supplemental Food Program for Women, Infants and Children "WIC" (CDPH Agreement Number 15-10081)	089-F1611	10/1/2015	9/30/2019	$3,297,870.00
24	California Department of Public Health	Childhood Lead Poisoning Program - to increase awareness of lead hazards, coordinate testing and case management. (14-10043)	053-F1511	7/1/2014	6/30/2017	$107,305.00
25	California Department of Public Health	Immunization services (Grant Agreement Number 15-10418).	075-F1611	7/1/2015	6/30/2017	$147,218.00

Attachment A

Revenue Agreements - Health and Human Services Agency

	Granting Agency	Description	Agreement Number	Start Date	End Date	Approximate Amount
26	California Department of Public Health	HIV/AIDS surveillance activities.	019-F1811	7/1/2016	6/30/2019	$37,248.00
27	California Department of Public Health	FY 2016-21017 Tobacco Control Plan Program funding. (CTCP-13-09)	210-F1711	7/1/2016	6/30/2017	$150,000.00
28	California Department of Public Health	Reimbursement of Tuberculosis prevention and control activities in FY 2016-2017.	134-F1711	7/1/2016	6/30/2017	$15,716.00
29	California Department of Public Health	Maternal, Child and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2016-2017.	2016-09	7/1/2016	6/30/2017	$716,390.00
30	California Department of Public Health	Public health activities to address sexually transmitted diseases with an emphasis on prevention and control. (Grant Number 16-10712)	302-F1711	7/1/2016	6/30/2019	$9,589.00
31	California Department of Public Health	HHSA to provide SNAP-Ed allowable nutrition education and obesity prevention activities and interventions for low-income Californians. (CDPH Grant Agreement Number 16-10168)	078-F1711	10/1/2016	9/30/2019	$1,158,000.00
32	California Department of Resources, Recycling and Recovery (CalRecycle)	FY 2016-2017 Funding for Local Enforcement Agency (LEA) solid waste mgmt program (Cycle Code: EA27 / Grant ID: 19151) (EA27-16-0017)	049-F1711	7/1/2016	6/30/2017	$18,729.00
33	California Governor's Office of Emergency Services	XE16010090 - Cal OES Elder Abuse Program	335-F1711	7/1/2016	6/30/2018	$400,000.00
34	California Governor's Office of Emergency Services	XC16010900- Cal OES County Victim Services Program Grant (subcontracted out to CASA - 153-S1711)	334-F1711	7/1/2016	6/30/2018	$272,638.00
35	County Medical Services Program Governing Board (CMSP)	County Medical Services Program (CMSP) County Wellness and Prevention Pilot Project Grant	333-F1711	1/1/2017	6/30/2020	$300,000.00
36	El Dorado Union High School District	Public Health Nurse activities/support on site at El Dorado Union High School (Healthy Start)	008-F1711	7/1/2016	6/30/2019	$90,000.00
37	First 5 El Dorado Children and Families Commission	Access to healthcare for children ages 0 - 5 and families; FY 2016-2017, Revenue Agreement (Their Contract #1617-73010 - Community Hub Project)	066-F1711	7/1/2016	6/30/2017	$187,500.00

Attachment A

Revenue Agreements - Health and Human Services Agency

	Granting Agency	Description	Agreement Number	Start Date	End Date	Approximate Amount
38	Golden Sierra Job Training Agency	Adult - Workforce Innovation and Opportunity Act program services. (K698360-01)	333-F1611	1/1/2016	5/31/2017	$440,749.00
39	Golden Sierra Job Training Agency	Adult - Provide career services to adults under the Workforce Innovation and Opportunity Act program services. (K7102029-01)	330-F1711	10/1/2016	5/31/2018	$458,000.00
40	Golden Sierra Job Training Agency	Youth - Workforce Innovation and Opportunity Act program services. (K698360-02)	332-F1611	1/1/2016	5/31/2017	$387,272.00
41	Golden Sierra Job Training Agency	Youth - Provide career services to youths under the Workforce Innovation and Opportunity Act program services. (K7102029-02)	337-F1711	7/1/2016	5/31/2018	$187,003.00
42	United States Department of Housing & Urban Development	Funding of the Public Housing Authority's Family Self-Sufficiency Program Coordinator for Year 2017. (CA151FSH098A016)	180-F1711	1/1/2017	12/31/2017	$59,902.00