



RESOLUTION NO. 15-163

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AGREEMENT NO. 14-10909 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), EMERGENCY PREPAREDNESS OFFICE, AND ACCEPTING FUNDS IN THE AMOUNT OF \$66,981 FOR IMPLEMENTING THE SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE PROJECT

WHEREAS, the Center for Disease Control (CDC) has made available supplemental federal monies as part of the Public Health Emergency Program (PHEP) with the goal to further build local health capacity and capability in response to infectious diseases with a focus on Preparedness and Response Activities related to Ebola Virus Disease (EVD); and

WHEREAS, the California Department of Public Health administers state and federal funds for local emergency preparedness; and

WHEREAS, under this Agreement with CDPH, the County's Public Health Department is being awarded a maximum payable amount of \$66,981 to be utilized for planning, trainings, protective equipment, and preparation activities for the Ebola virus or other emerging infectious disease outbreaks.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Agreement No. 14-10909 by and between the County and the California Department of Public Health, Emergency Preparedness Office, pertaining to providing the County's Public Health Department up to a maximum of \$66,981 for implementing the Supplemental Funding for Ebola Preparedness and Response Project for the term of July 1, 2015, or upon final execution of the Agreement by CDPH, until September 30, 2016, is hereby approved in substantially the same form attached hereto, and the acceptance of said grant funds is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds for be deposited into the following revenue account: 1150-40107-492-7101/446700.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of April, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller and Richard Anderson.

Noes: None.

Absent: Hank Weston.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Interim Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

4/28/2015 cc: PH(2)
AC*(hold)

7/27/2015 cc: PH*
AC*(release)

EMERGENCY PREPAREDNESS OFFICE
SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE

Awarded By

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

Nevada County, hereinafter “Awardee”

Implementing the project, “Supplemental Funding for Ebola Preparedness and Response,” hereinafter “Project”

AGREEMENT ALLOCATING FUNDS, NUMBER 14-10909

The Department awards this funding and the Awardee accepts and agrees to use the funding as follows:

AUTHORITY: The Department has authority to award funds for the Project under Health and Safety Code, Sections 101319, 131058, and 131085.

PURPOSE: The Department shall provide an award to the Awardee; the purpose of the award is to support accelerated state and local public health preparedness planning and operational readiness for responding to Ebola.

The Awardee agrees to use the funds for the purposes and activities described in (1) CDC Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15; and (2) Awardee’s Application, Work Plan, and Budget.

AWARD AMOUNT: The maximum amount payable under this Award shall not exceed \$66,981.00 dollars.

TERM OF AWARD: The term of the Award shall begin on July 1, 2015, or upon approval of this Award, and terminate on September 30, 2016. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2016.

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

California Department of Public Health	Awardee Nevada County
Name: Greg Gurganus	Name: Patti Carter
Address: 1615 Capitol Ave, Suite 73.373	Address: 500 Crown Point Cr.
City, ZIP: Sacramento, 95815	City, ZIP: Grass Valley, 95945
Phone: 916-650-6785	Phone: 530-265-7174
Fax: 916-650-6420	Fax: 530-271-0894
E-mail: Gregory.Gurganus@cdph.ca.gov	E-mail: patti.carter@co.nevada.ca.us

Direct all inquiries to:

California Department of Public Health, Emergency Preparedness Office	Awardee: Nevada County
Attention: Greg Gurganus	Attention: Patti Carter
Address: 1615 Capitol Ave, Suite 73.373	Address: 500 Crown Point Cr.
City, Zip: Sacramento, 95815	City, Zip: Grass Valley, 95945
Phone: 916-650-6785	Phone: 530-265-7174
Fax: 916-650-6420	Fax: 530-271-0894
E-mail: Gregory.Gurganus@cdph.ca.gov	E-mail: patti.carter@co.nevada.ca.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this by this reference:

- Exhibit A PRIORITIES IDENTIFIED BY CDPH AND LOCAL LEADERSHIP (COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA AND CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICER

LABORATORY TESTING/CAPACITY FUNDING CRITERIA (IF APPLICABLE)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

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

IN WITNESS THEREOF, the parties have executed this Agreement Allocating Funds on the dates set forth below.

Executed By:

Date: 4/28/2015

Edward C. Scofield


Nate Beason, Chair, Board of Supervisors
County of Nevada – Health Services
500 Crown Pointe Circle, Ste. 110
Grass Valley, CA. 95945

Date: 6/18/15


Elizabeth Stone, Chief
Contract Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

Exhibit A

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
NEVADA COUNTY

PHEP Ebola Supplemental Fund Work Plan

Local Health Departments are required to submit a work plan outlining plans, planned activities, and expected outcomes related to public health functions as described in CDC-RFA-TP12-12010302SUPP15. Work plans should not duplicate previously funded activities but rather expand upon such activities (e.g. augment scope, prolong duration).

The work plan is targeted to address public health preparedness capabilities related to the following recipient activities:

Activity 1: Community Preparedness

Activity 2: Public Health Surveillance and Epidemiological Investigation

Activity 3: Public Health Laboratory Testing

Activity 4: Non-Pharmaceutical Interventions

Activity 5: Responder (Worker) Safety and Health

Activity 6: Emergency Public Information and Warning/Information Sharing

Recipient Activity 7: Medical Surge

Please provide the following information for each of the seven (7) recipient activities as noted on page 12 of the supplemental guidance.

1. **Problem statement:** Define what the problem or issue your jurisdiction seeks to resolve with supplemental funds during the project period. Limitations or “root causes” that have led to the current problem/issue may be included.
2. **Baseline Capacity:** Specify the current baseline capacity in this area, such as current percentage of staff who can don/doff PPE per CDC guidelines.
3. **Outcomes:** Define the expected outcomes that align to resolving the problem or closing the gaps. The outcomes should define what changes or improvements will occur to the public health/healthcare systems or to the community such as awareness, knowledge, attitudes, skills, opinion, behavior, policies, and health improvement. Ideally, outcomes should link to planned activities, quantify the targeted change, and include an estimated timeline for achieving the change. Awardee can insert as many outcomes as needed.
4. **Planned activities:** List the intermediate activities Awardee will undertake, including tasks and estimated start and end dates that will lead to the associated outcome and contribute to resolving the identified issue or problems. Awardees can insert as many planned activities as needed.
5. **Proposed outputs:** List the proposed outputs that will be produced as a result of the planned activities, such as a plan, a training curriculum, or a tracking system database.

Exhibit A

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
NEVADA COUNTY

LHD:	Nevada County
Submitted By:	Patti Carter
Contact Phone and Email:	530-265-7174 cell: 530-362-0366 patti.carter@co.nevada.ca.us
Date:	March 15, 2015

Work Plan

Recipient Activity 1: Community Preparedness

Recipient Activity 1 Problem Statement (Please limit to 500 characters)	
This OA is not receiving any HPP Ebola funds therefore a portion of these funds must be spent on critical community partners in order to prepare for even one suspected case of Ebola, in this smaller OA.	
Recipient Activity 1 Baseline Capacity (Please limit to 500 characters)	
To use the money to pay for salary for a week long training for PH staff, HCF staff and OES staff to enable a cohesive response to Ebola.	
Outcomes (Please limit to 500 characters)	
To provide a better overall response to an Ebola or other emerging disease patient(s) in an OA with limited resources.	
Planned Activities for Outcomes (250 character limit each, please add rows as needed)	Estimated Timeframe
1 Attend a week long healthcare leadership training specific to Ebola and/or other emerging diseases	Start: March 2016 End: March 2016
2 Bring back key training points and provide training to all PH staff and other community partners	Start: March 2016 End: April 2016
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1 Updated Ebola Plans across the entire healthcare continuum	
2 Ebola exercise in Spring of 2016	

Recipient Activity 2: Public Health Surveillance and Epidemiological Investigation

Recipient Activity 2 Problem Statement (Please limit to 500 characters)
The PHO here is a contracted half time position. Monitoring Ebola travelers as well as other

Exhibit A

Work Plan Template
 PHEP Supplemental for Ebola Preparedness and Response Activities
NEVADA COUNTY

Ebola planning needs are taking a huge toll on his contract.	
Recipient Activity 2 Baseline Capacity (Please limit to 500 characters)	
To allow for 100 hours for this contract.	
Outcomes (Please limit to 500 characters)	
PHO allowed to participate in Ebola needs and not use up his contract too soon.	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1 Traveler surveillance	Start:April 2015 End:April 2016
2 Inclusion in multiple facility training and planning needs around surveillance	Start:April 2015 End:April 2016
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1 Monitoring effectively all travelers and/or suspected Ebola patients	
2 limiting the spread of this disease within Nevada County	

Recipient Activity 3: Public Health Laboratory Testing

Recipient Activity 3 Problem Statement (Please limit to 500 characters)	
Recipient Activity 3 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1	
2	

Exhibit A

Work Plan Template
 PHEP Supplemental for Ebola Preparedness and Response Activities
NEVADA COUNTY

Recipient Activity 4: Non-Pharmaceutical Interventions

Recipient Activity 4 Problem Statement (Please limit to 500 characters)	
Recipient Activity 4 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1	
2	

Recipient Activity 5: Responder Safety and Health

Recipient Activity 5 Problem Statement (Please limit to 500 characters)	
Continued changes and updates to PPE requirements by CalOSHA and this OA not receiving any additional Ebola funding for HPP so this money will be spent on both PH and EMS staff.	
Recipient Activity 5 Baseline Capacity (Please limit to 500 characters)	
PH staff and EMS staff needs additional updated PPE and donning and doffing training	
Outcomes (Please limit to 500 characters)	
The correct PPE and needed training as well as updated Policy and Procedures	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1Purchase needed PPE	Start: July 2015 End: Jan 2016
2Provide needed training to both EMS and PH staff	Start: Jan 2016 End: April 2016

Exhibit A

Work Plan Template
 PHEP Supplemental for Ebola Preparedness and Response Activities
NEVADA COUNTY

Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)
1 Updated Policy and Procedures for both EMS and PH
2 Updated Training plans

Recipient Activity 6: Emergency Public Information and Warning/Information Sharing

Recipient Activity 6 Problem Statement (Please limit to 500 characters)	
Recipient Activity 6 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each, please add rows as needed)	Estimated Timeframe
1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1	
2	

Recipient Activity 7: Medical Surge

Recipient Activity 7 Problem Statement (Please limit to 500 characters)	
Recipient Activity 7 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe

Exhibit A

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
NEVADA COUNTY

1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1	
2	

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Invoices shall include the Number of the Agreement Allocating Funds and shall be submitted in not more frequently than monthly in arrears to:

ebolafunds@cdph.ca.gov

In the subject line, please identify "PHEP Ebola Invoice" and your County Name.

B. Invoices shall:

- 1) Be prepared on Awardee's letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A, Application and Work Plan.
- 2) Bear the Awardee's name as shown on the Agreement Allocating Funds.
- 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 Award. Subject to the terms of this Award, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable, and approved by CDPH.

2. Budget Contingency Clause

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

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Agreement Allocating Funds with no liability occurring to the Department, or offer an amendment to reflect a change in the amount of the Award.

3. Prompt Payment Clause

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

4. Amounts Payable

A. The amounts payable under this Award shall not exceed:

- 1) \$66,981.00 for the federal budget period of 07/01/15 through 09/30/16.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the Department's fiscal year in which the activities in the Work Plan were conducted.

Exhibit B
Budget Detail and Payment Provisions

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

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

Exhibit C

STANDARD AWARD CONDITIONS

1. **APPROVAL:** This Award is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Awardee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement Allocating Funds shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Award is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit E, Application and Work Plan.
3. **ASSIGNMENT:** This Award is not assignable by the Awardee, either in whole or in part, without the written consent of the Award Manager in the form of a written amendment to the Award.
4. **AUDIT:** Awardee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Award. Awardee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Award, unless a longer period of records retention is stipulated. Awardee 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, Awardee agrees to include a similar right of the Department to audit records and interview staff in any sub-Award or contract related to the project.
5. **CONFLICT OF INTEREST:** Awardee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Awardee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Awardee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Awardee agrees that, at a minimum, its fiscal control and accounting procedures

Exhibit C

STANDARD AWARD CONDITIONS

will be sufficient to permit tracing of all Award funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Award. Awardee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. GOVERNING LAW: This Award is governed by and shall be interpreted in accordance with the laws of the State of California.

9. INCOME RESTRICTIONS: Awardee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Awardee under this Award shall be paid by the Awardee to the Department, to the extent that they are properly allocable to costs for which the Awardee has been reimbursed by the Department under this Award.

10. INDEPENDENT CONTRACTOR: Awardee, and the agents and employees of Awardee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Awardee shall notify the Department's Award Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Awardee do not intend to create any rights or remedies for any third-party as a beneficiary of this Award or the project.

13. NOTICE: Awardee shall promptly notify the Department's Award Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Award.

14. PROFESSIONALS: Awardee agrees that only licensed professionals will be used to perform services under this Award where such services are called for.

Exhibit C

STANDARD AWARD CONDITIONS

15. RECORDS: Awardee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Awardee further certifies that it will comply with the following conditions for an Award as set forth in the Request for Applications (Exhibit E) and the Award Application (Exhibit A).

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

16. RELATED LITIGATION: Under no circumstances may Awardee use funds from any disbursement under this Award to pay for costs associated with any litigation between the Awardee and the Department.

17. RIGHTS IN DATA: Awardee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A, Application and Work Plan, in the performance of the Project funded by this Award shall be in the public domain. Awardee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Awardee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or Award rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Awardee agree that any action arising out of this Award shall be filed and maintained in the Superior Court, County of Sacramento, California. Awardee waives any existing sovereign immunity

Exhibit C

STANDARD AWARD CONDITIONS

for the purposes of this Award, if applicable.

Exhibit D

Additional Provisions

1. Additional Incorporated Documents

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

1. *Request for Application (RFA) 14-0001.*
2. *Public Health Emergency Preparedness (PHEP) Ebola Supplemental Agreement (CDC-RFA-TP12-12010302SUPP15).*

2. Cancellation / Termination

- A. This Award may be cancelled by Department without cause upon thirty (30) calendar days advance written notice to the Awardee.
- B. Department reserves the right to cancel or terminate this Award immediately for cause. The Awardee may submit a written request to terminate this Award only if Department substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Awardee fails to meet the purpose, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 1. If the Awardee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 2. If the Awardee fails to perform any material requirement of this Award or defaults in performance of this Award.
 3. If the Awardee files for bankruptcy, or if Department determines that the Awardee becomes financially incapable of completing this agreement.
- D. Award termination or cancellation shall be effective as of the date indicated in Department's notification to the Awardee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Awardee shall be entitled to reimbursement for services performed satisfactorily under this award and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Award.
- F. In the event of termination, and at the request of Department, the Awardee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related

Exhibit D

Additional Provisions

to the services or deliverables provided under this Award, whether finished or in progress on the termination date.

- G. The Awardee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this Award after the effective date of termination.
- H. Upon receipt of notification of termination of this Award, and except as otherwise specified by Department, the Awardee shall:
 - I. Place no further order or sub-Awards for materials, services, or facilities.
 - J. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-Awards.
 - K. Upon the effective date of termination of the Award and the payment by Department of all items properly chargeable to Department hereunder, Awardee shall transfer, assign and make available to Department all property and materials belonging to Department, all rights and claims to any and all reservations, Awards, and arrangements with owners of media/PR materials, or others, and shall make available to Department all written information regarding Department's media/PR materials, and no extra compensation is to be paid to Awardee for its services.
 - L. Take such action as may be necessary, or as Department may specify, to protect and preserve any property related to this agreement which is in the possession of the Awardee and in which Department has or may acquire an interest.
- M. Department may, at its discretion, require the Awardee to cease performance of certain components of the Work Plan as designated by Department and complete performance of other components prior to the termination date of the Award.

3. Avoidance of Conflicts of Interest by Awardee

- A. Department intends to avoid any real or apparent conflict of interest on the part of the Awardee, sub-Awardees, or employees, officers and directors of the Awardee or sub-Awardees. Thus, Department reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Awardee to submit additional information or a plan for resolving the conflict, subject to Department review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Awardee or any of its sub-Awardees, or any employee, officer, or director of the Awardee or any sub-Awardee or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under

Exhibit D

Additional Provisions

the Award would allow for private or personal benefit or for any purpose that is contrary to the purposes, goals and objectives of the Award.

- 2) An instance where the Awardee's or any sub-Awardee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If Department is or becomes aware of a known or suspected conflict of interest, the Awardee will be given an opportunity to submit additional information or to resolve the conflict. An Awardee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by Department to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by Department and cannot be resolved to the satisfaction of Department, the conflict will be grounds for terminating the Award. Department may, at its discretion upon receipt of a written request from the Awardee, authorize an extension of the timeline indicated herein.



Exhibit E

**Request for Applications (RFA)
No. 14-0001**

Supplemental Funding for Ebola Preparedness and Response

March 2015

**California Department of Public Health
Emergency Preparedness Office
PO Box 997377, MS-7002
Sacramento, CA 95899-7377**

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ATTACHMENTS

- ATTACHMENT A: Request for Application**
- ATTACHMENT B: PHEP Ebola Supplemental Funds Local Allocation Table**
- ATTACHMENT C: PHEP Ebola Supplemental Fund Work Plan**
- ATTACHMENT D: Ebola Budget Instructions**
- ATTACHMENT E: Ebola Budget Cost Sheet**
- ATTACHMENT F: Non-Supplantation Form**
- ATTACHMENT G: Letter of Acceptance**

APPENDIX

- APPENDIX A: Draft Award Agreement**
- APPENDIX B: Work Plan**
- APPENDIX C: Budget Detail and Payment Provisions**
- APPENDIX D: Standard Award Conditions**
- APPENDIX E: Additional Provisions**
- APPENDIX F: Federal Terms and Conditions (Exhibit F)**

A. PURPOSE

The California Department of Public Health (CDPH), Emergency Preparedness Office is soliciting local health departments (LHDs) to provide services as described in this RFA. Funds are to support local public health preparedness planning and operations readiness for responding to the Ebola virus disease (EVD).

B. BACKGROUND

This document describes the application process for Local Health Departments (LHDs) to apply for funds available through the following federal funding announcements:

- The Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness (PHEP) Ebola Supplemental Agreement – (CDC-RFA-TP12-12010302SUPP15), CFDA Number 93.074 Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreements /PHEP Supplemental for Ebola Preparedness and Response Activities
- Governing Documents - California Health and Safety Code, Section 101319, 131058, and 131085.

C. AWARD TERM

The award term period for PHEP Supplemental Ebola funds begins April 1, 2015 and ends September 30, 2016. LHDs required documents as identified under “Required Documentation” of this RFA are due to CDPH April 1, 2015.

D. APPLICATION KEY DATES

Applications for PHEP Supplemental Ebola Funding	
Date	Description
March 9, 2015	Local Application Release
April 1, 2015	Local Applications Due (Work Plan & Budget)
Within 45 days of receipt.	Target Date for Completing First Review of Local Applications
Within 60 days of approval.	Final Date for Returning Signed Allocation Agreements

E. LHD AND LABORATORY TESTING/CAPACITY FUNDS

- The Local Allocations Table (Attachment B) displays allocations for each LHD.

- In addition, CDPH has allocated \$1 million in local funding to enhance laboratory capacity for Ebola Reverse Transcription-Polymerase Chain (RT-PCR) and other infectious disease testing across the State. Public Health Laboratories that are currently Laboratory Response Network-Biological (LRN-B) certified may apply for funding to establish, maintain or enhance laboratory capacity for conducting Ebola testing. Budget activities needed to develop capacity to sustain existing capacity.

F. CAPABILITIES-BASED PLANNING APPROACH

LHDs will use PHEP funds to build and sustain capability development under the allowable Capabilities as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability to respond to EVD within the community. See PHEP Capabilities below for links.

PHEP Capabilities

In March 2011, CDC released Public Health Preparedness Capabilities: National Standards for State and Local Planning.

<http://www.cdc.gov/phpr/capabilities/DSLRCapabilitiesJuly.pdf>

CDC allows the following Capabilities to be addressed under Ebola Supplemental Funds:

- Community Preparedness;
- Public Health Surveillance and Epidemiological Investigation;
- Public Health Laboratory Testing;
- Non-Pharmaceutical Interventions;
- Responder Safety and Health;
- Emergency Public Information and Warning/Information Sharing; and
- Medical Surge.

G. LABORATORY TESTING/CAPACITY FUNDING CRITERIA

Currently, there are four public health laboratories (PHLs) certified to perform Ebola RT-PCR testing in California, including the CDPH Viral and Rickettsial Diseases Laboratory (Richmond, CA), Sacramento County, Los Angeles County and Orange County. The intent of the available funding for laboratory preparedness is to increase the number of PHLs capable of testing for Ebola RT-PCR with a focus on enhancing geographic distribution of laboratories to serve rural areas and assessment hospitals that will be identified in the State.

Selection for LHDs for Ebola Supplemental laboratory funding will be prioritized based on the following criteria:

- A public health laboratory located greater than 1-2 hours driving time from a PHL currently able to conduct Ebola RT-PCR testing.
- Proximity of the PHL to an identified/proposed jurisdiction with an assessment hospital.
- Jurisdictions with an Ebola Treatment hospital but without a PHL that is able to conduct Ebola RT-PCR testing will be given higher priority. PHLs near the currently certified labs may be considered for funding to enhance Ebola/infectious disease capability within a region, on a case-by-case basis to enhance overall capacity within the region/geographic area.
- While the highest priority for this funding is to expand current capacity, PHLs with current capability for Ebola RT-PCR testing may apply for funding to sustain and/or enhance current Ebola RT-PCR and other infectious disease capability and capability.

H. PRIORITIES IDENTIFIED BY CDPH AND LOCAL LEADERSHIP INCLUDING COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA AND CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICERS

1. Public Health activities:

- Build local public health capacity and capability for response to infectious diseases, with a focus on EVD, addressing the capabilities as stated in the PHEP Supplemental for Ebola Preparedness and Response Activities grant guidance, including:
 - Community Preparedness;
 - Public Health Surveillance and Epidemiological Investigation;
 - Public Health Laboratory Testing;
 - Non-Pharmaceutical Interventions;
 - Responder Safety and Health;
 - Emergency Public Information and Warning/Information Sharing; and
 - Medical Surge.
- Train LHD staff including non-nursing allied staff to assist with surveillance and epidemiologic investigations, including basic contact investigation and tracing, to provide surge capacity at the local level.
- Conduct active monitoring and direct active monitoring of travelers from Ebola-affected countries. Jurisdiction will develop/maintain a written plan, protocol, and/or procedure for traveler monitoring, including all elements as defined in the CDPH document "Planning for and Management of Travelers from Ebola-Affected Countries and U.S. Ebola Case Contacts for Local Health Departments" (November 17, 2014) and other CDC recommendations for traveler monitoring.

- Enhance hospital readiness, capability, and capacity for management of suspected/confirmed Ebola cases at all levels, including Ebola Frontline, Assessment, and Treatment hospitals and community-based (e.g., at home) quarantine and isolation.
- Enhance/implement the CalREDIE Provider Portal within the jurisdiction to allow local providers, especially Ebola treatment and assessment hospitals/infection control, direct entry into the system for efficient and timely reporting of Ebola suspected/confirmed cases and other infectious diseases and the monitoring/reporting of healthcare workers post Ebola patient care.

2. EMS related activities:

- Develop EMS safety and health guidance, protocols, and procedures for transport of suspected/confirmed cases of Ebola and other infectious diseases.
- Conduct training for EMS personnel for EVD and other infectious disease transportation, including proper use, donning, and doffing of PPE, interfacing with healthcare facilities, decontamination of the rigs, and follow up monitoring should a case be confirmed for EVD.
- Conduct exercises that test coordination, communication and capability to safely and effectively transport suspect/confirmed Ebola cases, and other infectious disease cases, within and across jurisdictions, including State and local and public health and medical (healthcare) partners.
- Improve labor intensive emergency medical dispatch systems including consideration/implementation of new pre-arrival software and other enhancements to the dispatching system.

I. REQUIRED DOCUMENTATION

- Work Plan - Complete the PHEP Ebola Supplemental Fund Work Plan Template (Attachment C) for required program activity descriptions, outcomes, and outputs. Work Plan instructions are included in the template.
- Budget – Complete Budget Template Attachment E; instructions are included (Attachment E).
- Signed Non-Supplantation Form (Attachment F)
- Signed Letter of Acceptance (Attachment G)
- Signed Agreement – The Agreement will include only the total funding available for the 18 month project period (upon approval of Work Plan and Budget).

Note: The Work Plan and Budget are separate documents and can be revised based on approval from CDPH and will not require an amendment to the Agreement. CDPH encourages LHDs to inform the Board of Supervisors that the Agreement indicates an

acceptance of the funding for the allowable purposes for EVD preparedness and response activities.

J. APPLICATION WORK PLAN AND BUDGET SUBMISSION

Each LHD must submit all required application documents no later than **April 1, 2015**. If a LHD does not submit a complete application by April 30, 2015, CDPH may reallocate the associated funds to other LHDs. CDPH may grant an extension on a case-by-case basis for extreme circumstances (e.g., real events).

1. Submission Instructions:

- Email your completed Work Plan and Budget templates to EBOLAFUNDS@cdph.ca.gov
- Email Subject Line: Application Documents – [LHD Name].
- In the body of the email, briefly identify the submitted documents, e.g. “Work plan and budget for PHEP Ebola.”

EPO will respond to each application email. The response email will include the following:

- Application documents received in the email.
- All application documents received to date.

2. Important Submission Notes:

- Do not send your application documents via standard or express mail. EPO only accepts applications via email. Upon receipt of application documents via standard or express mail, EPO will contact the LHD and request resubmission via email.
- Do not include non-application documents with your application submission email, e.g. do not include budget revisions or invoices. This is a common source of lost or misplaced documents.

K. SIGNED EBOLA AGREEMENT

Upon receipt of the signed Supplemental Funding for Ebola Preparedness and Response Agreement, CDPH will:

1. Acknowledge receipt via email.
2. Review and sign the Agreement.
3. Return at least one copy of the signed Agreement.
4. Begin processing the 1st quarter payment (assuming the LHD has met all other payment criteria).

Important Note: CDPH cannot issue a 1st quarter payment until after it has received a signed Agreement.

3. Extension Requests:

CDPH must receive extension requests for submittal of the signed Agreement prior to the due date provided in the approval email. Extension requests must include all of the following:

- The LHD Health Officer or Health Executive signature.
- Date to which the extension is requested.
- A copy of the Board of Supervisor's agenda showing the Ebola Supplemental Fund Agreement as an action item.

4. Submission Instructions:

CDPH requires only one signed original. Local Entities requesting signed originals (for CDPH to sign and return) must submit extra copies equal to the number requested.

5. What to Send:

The minimum package of signed documents includes the following:

- Two Signed Award Agreements with original signatures (upon CDPH approval of Work Plan and Budget)
- Two Certificate of Lobbying (Exhibit F) with original signatures
- One official document accepting this Contract and authority to sign; for example,
 - Board of Resolution,
 - Order,
 - Motion, or
 - Minutes
- One Non-Supplantation Form with original signature.
- One Letter of Acceptance.

6. How to Send:

CDPH strongly recommends using overnight or express mail. Standard US Postal service (and certified mail) deliveries arrive in the CDPH mailroom. Historically, Comprehensive Agreements sent via standard mail are subject to a chance of inadvertent loss or misrouting. Clearly label items sent via the US postal service to avoid misrouting and delays.

7. Where to Send:

<u>Overnight Mailing Address (Preferred):</u> Attn: PHEP Ebola Application California Department of Public Health Emergency Preparedness Office Local Management Unit 1615 Capitol Ave. Suite 73.373 MS 7002 Sacramento, CA 95814	<u>Mailing Address (US Postal Service):</u> Attn: PHEP Ebola Application California Department of Public Health Emergency Preparedness Office Local Management Unit P.O. Box 997377, Suite 73.373, MS 7002 Sacramento, CA 95899-7377
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L. WORK PLAN AND BUDGET REVIEW PROCESS

CDPH will review all documents in the order received. Reviewing and approving each application work plan and budget is an interactive process between LHDs and CDPH. CDPH plans to complete the application review process within 45 days of receipt of application.

1. Review Process:

- CDPH will respond within one day confirming the receipt of documents (excluding weekends).
- CDPH will review and approve Work Plans and Budgets.
- CDPH will informally contact the LHD (by email or phone) to resolve any potential issues.
- If CDPH is unable to resolve issues informally, CDPH will formally request additional information or revisions via email. LHDs will have 5 working days to respond. After 5 working days, CDPH will send a follow-up letter to the Local Health Officer and Local Health Executive.

M. STATE AND FEDERAL REPORTING REQUIREMENTS:

Awardee is required to provide activity reports every six months on Work Plan activities and expenditures. CDPH will provide reporting templates at a later date.

Federal Terms and Conditions

(For federally funded Grant agreements)

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.

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Funds

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

- a. It is mutually understood between the parties that this Grant 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 Grant were executed after that determination was made.
- b. This Grant 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 Grant. In addition, this Grant 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 Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

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

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

- a. Government Grantees 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.

6. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

County of Nevada
Name of Grantee

Edward C. Scofield
Printed Name of Person Signing for Grantee

14-10909
Contract / Grant Number

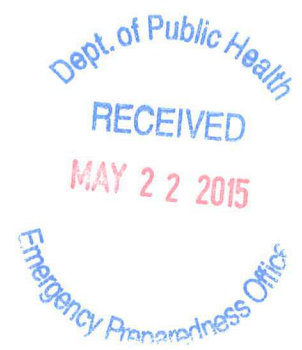
Edward C. Scofield
Signature of Person Signing for Grantee

4/28/15
Date

Chair, Board of Supervisors
Title

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

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



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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Public Health Emergency Preparedness Supplemental Funding for Ebola
Preparedness and Response Funding

NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity: County of Nevada

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 Agreement will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Agreement.
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: <i>Ed C. Scofield</i>
Printed Name: Edward C. Scofield
Title: Chair, Board of Supervisors
Phone: (530) 265-1481
Date: 4/28/15

Please return the original signed certification with your PHEP Supplemental Funding for Ebola Preparedness and Response Funding Agreement:

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

LETTER OF ACCEPTANCE

I, Edward C. Scofield an appointed officer of the County of Nevada am duly authorized by the Nevada County Board of Supervisors to accept these federal PHEP funds to build and sustain capability development under the allowable Capabilities as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability to respond to Ebola virus disease (EVD).

Dated: 4/28/15

By: Edward C. Scofield

Edward C. Scofield, Chair Board of Supervisors

City/County of Nevada