

**CALIFORNIA DIVISION OF COMMUNICABLE DISEASE CONTROL
INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL - INFRASTRUCTURE**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Nevada, hereinafter “Grantee”

**Implementing the project, INFECTIOUS DISEASE PREVENTION AND CONTROL
LOCAL – INFRASTRUCTURE**

**“INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL – INFRASTRUCTURE”,
hereinafter “Project”**

GRANT AGREEMENT NUMBER 19-10866

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

AUTHORITY: The Department has authority to grant funds for the Project under AB74, Budget Act of 2019, Chapter 23.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to address gaps in core public health functions within the local health jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$165,125.61

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1, 2020, and terminates on June 30, 2023. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2023.

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

California Department of Public Health	Grantee: County of Nevada
Name: Vanessa Gutierrez	Name: Heidi Hall
Address: 1616 Capitol Avenue, MS 7300	Address: 950 Maidu Avenue
City, Zip: Sacramento, CA 95814	City, Zip: Grass Valley, CA 95945

Phone: (916) 449-5406	Phone: (530) 265-1450
Fax: (916) 552-8973	Fax: (530) 271-0894
Email: Vanessa.Gutierrez@cdph.ca.gov	Email: Heidi.Hall@co.nevada.ca.us

Direct all inquiries to:

California Department of Public Health Division of Communicable Disease Control	Grantee: County of Nevada
Attention: Vanessa Gutierrez	Name: Heidi Hall
Address: 1616 Capitol Avenue, MS 7300	Address: 950 Maidu Avenue
City, Zip: Sacramento, CA 95814	City, Zip: Grass Valley, CA 95945
Phone: (916) 449-5406	Phone: (530) 265-1450
Fax: (916) 552-8973	Fax: (530) 271-0894
Email: Vanessa.Gutierrez@cdph.ca.gov	Email: Heidi.Hall@co.nevada.ca.us

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

Grantee: County of Nevada
Address: 500 Crown Point Circle, Suite 110
City, Zip: Grass Valley, Ca 95945
Phone: (530) 470-2415
Fax: (530) 265-9860 Email: James.Kraywinkel@co.nevada.ca.us

- Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

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

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS

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

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

Executed By:

Date: _____

Heidi Hall
Chair, Board of Supervisors
950 Maidu Avenue
Nevada City, CA 95959

Date: _____

Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement public health activities to address gaps in core public health functions within the local health jurisdiction. California Department of Public Health (CDPH) requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting health equity, and reducing health disparities.

Key strategic targets for infectious diseases prevention and control local infrastructure are: surveillance; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

2. Service Location

The services shall be performed at applicable facilities in the County of Nevada.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed: Core Public Health Functions

OPTION 1: Surveillance: ☒

Activities	Deliverables	Timeline
Assure completeness, accuracy and timeliness of key data variables through review of laboratory and provider reports, surveillance system documentation, and public health follow-up of infectious disease cases.	Hire .40 FTE PHN I/II by May 1, 2020 to serve as a Communicable Disease Investigator. Annually submit finalized infectious disease surveillance data to CDPH by the deadline determined by CDPH.	By 5/01/20 02/01/20 – 06/30/23

OPTION II: Monitoring and Evaluation of Disease-Specific Prevention Activities ☒

Activities	Deliverables	Timeline
Ensure timely investigation of all reported tests.	Interview and re-interview individuals infected with an infectious disease (ID) or persons suspected of having an ID to provide education and to elicit contact information.	02/01/20 – 06/30/23

Exhibit A
Scope of Work

Activities	Deliverables	Timeline
	<p>Conduct and manage field investigations to locate and refer identified ID contacts for appropriate services and referrals.</p> <p>Perform critical analysis of ID case interviews and field investigations.</p> <p>Monitor ID patients' diagnostic workup and adherence to treatment and intervene appropriately.</p> <p>Interact with other private providers, laboratories and other LHJs as necessary to support ID control efforts.</p> <p>Conduct health education presentations to the public.</p> <p>Complete appropriate documentation, including collecting and maintaining data.</p>	

OPTION III: Local Capacity to Respond and Surge for Outbreaks ☒

Activities	Deliverables	Timeline
Coordinate and participate in cluster and outbreak detection and response activities.	<p>Interview and re-interview individuals reported with ID.</p> <p>Provide education.</p> <p>Elicit source and other contacts.</p> <p>Evaluate lab results and other documents.</p> <p>Refer ID patients to treatment.</p> <p>Complete appropriate documentation.</p>	02/01/20 – 06/30/23

Exhibit A
Scope of Work

OPTION IV: Laboratory and Information Technology ☐

Activities	Deliverables	Timeline
Not Applicable		

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For activities in Exhibit A, the Grantee will have the following payment options: a) submit an invoice for a one time lump-sum payment or b) submit invoices quarterly. The Grantee will work with their CDPH program liaison once they have decided which option to follow.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:
LHJDCDC@cdph.ca.gov
California Department of Public Health
Division of Communicable Disease Control
MS 7300
P.O. Box 997377
Sacramento, CA 95899-7377
- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

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.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) \$165,125.61 for the budget period of February 1, 2020 through June 30, 2023

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

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

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

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

Exhibit D
Additional Provisions

1. Overview:

The California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH Infectious Disease Prevention and Control (IDCP) local infrastructure funds.

The California Budget Act of 2019 requires the department to allocate funds to local health jurisdictions (LHJs) and tribal communities for the prevention and control of infectious diseases. The funding allocation methodology was developed in consultation with the County Health Executives Association of California, California Conference of Local Health Officers, community-based organizations, and other stakeholders. As also required by the Budget Act of 2019, the funding formula is based on factors that include disease burden, population impact, and geographical area; and it also allocates the funds in a manner that balances the need to spread funding to as many LHJs as possible and the need to provide meaningful services. These funds are for the prevention and control of infectious disease and funds provided shall not supplant existing services at the local level. The Budget Act of 2019 also requires these funds to be distributed in a lump-sum amount in the 2019-20 fiscal year.

2. Grantee's Responsibilities:

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH DCDC.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH DCDC regarding the granting, use and reimbursement of the DCDC local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful communicable diseases prevention and response strategies or outline California specific initiatives, policies, and procedures.
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address infectious disease control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH dollars for the same purpose.
- D. Abide by the most recent standards of care for screening, treatment, control, and prevention as promulgated by:
 - California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>

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- Centers for Disease Control and Prevention
<https://www.cdc.gov/std/tg2015/default.htm>
- Advisory Committee for Immunization practices (ACIP)
<https://www.cdc.gov/vaccines/acip/recommendations.html>
- CDPH Quick sheets for LHDs (look up particular disease, then find Quick sheet under “Disease Investigation”). <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/disease.aspx>
- Vaccine preventable diseases: <https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf>
- Essential Components of a Tuberculosis Prevention and Control Program Recommendations of the Advisory Council for the Elimination of Tuberculosis
<https://www.cdc.gov/MMWR/PDF/rr/rr4411.pdf>
- Official American Thoracic Society/Centers for Disease Control and Prevention/Infectious Diseases Society of America Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis
https://www.cdc.gov/tb/publications/guidelines/pdf/clin-infect-dis-2016-nahid-cid_ciw376.pdf
- Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis: Recommendations from the National Tuberculosis Controllers Association and CDC
<https://www.cdc.gov/mmwr/preview/mmwrhtml/rr541a.htm>

E. Submit information and reports as requested by the CDPH DCDC.

3. Reporting Requirements:

- A. **Case Reports:** All Grantees shall comply with morbidity reporting requirements for reportable diseases and conditions as indicated in the Title 17 California Code of Regulations sections 2500-2505, 2641.5-2643.20, and 2800-2812.
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees will close out all cases of communicable diseases and enter final case information in the California Reportable Disease Information Exchange (CalREDIE) or in an electronic format approved by CDPH, by the close out deadline requested by CDPH. This will enable timely reporting to the CDC as well as timely completion of CDPH reports on communicable disease incidence.

Unless an alternative data submission mode has been approved by CDPH, all Grantees, must enter case report data directly into CalREDIE. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), will not be accepted in place of data entry. Grantees not entering data into CalREDIE must provide an electronic dataset in a format approved by CDPH. The CDPH CalREDIE website has

Exhibit D
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extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/CalREDIE-HELP.aspx> For additional CalREDIE help, please email CalREDIEHelp@cdph.ca.gov.

Work Plan and Evaluation:

LHJs will submit a draft work plan for the period of January 1, 2020 through June 30, 2023. The work plan will outline performance indicators specific to the areas identified in the scope of work. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first six months of the project period.

C. Data Security and Confidentiality:

Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to confidential public health records and data.

D. Outbreak Reporting:

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH.

E. Performance Progress Reporting:

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by this cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to LHJDCDC@cdph.ca.gov.

Progress reports should include measures proposed by the Grantee, depending on the activities selected for the work plan. In addition, all grantees shall report the following on an annual basis:

- Number and classification of staff hired under this contract
- Data on incident/outbreak response:
 - Number of infectious disease control activities that were identified, by type (e.g., respiratory, food-borne, etc)
 - Number of infectious disease control activities by type
 - Number of infectious disease control activities supported by resources funded by this funding stream

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An infectious disease control activity is defined as one of the following:

- An outbreak that meets a standard local health department, CDPH or CDC definition.
- A response to an outbreak that exists in another jurisdiction, but has not yet impacted the responding jurisdiction. For example: implementing expanded hepatitis A vaccination to prevent an outbreak from spreading to the responding jurisdiction.
- An investigation of a significant disease exposure with the potential to become an outbreak. For example: contact investigation of a large scale exposure to a single case of tuberculosis or measles (e.g., in a school).
- A response to an infectious disease threat with the potential to become an outbreak, including a cluster of cases. For example, monitoring persons exposed to Ebola virus or investigating a cluster of cases of food-borne illness identified by Pulsed-Field Gel Electrophoresis or Whole Genome Sequencing.

4. Cancellation / Termination

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

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incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

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

5. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:

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

6. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or

Exhibit D
Additional Provisions

his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.