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Contract Number

23-866

SAP Number

Department of Public Health

Department Contract Representative	<u>Ashley Congjuico</u>
Telephone Number	<u>(909) 841-5909</u>
Contractor	<u>California Department of Public Health</u>
Contractor Representative	<u>Corinna Tran</u>
Telephone Number	<u>(916) 319-9584</u>
Contract Term	<u>June 1, 2023 through May 10, 2024</u>
Original Contract Amount	<u>\$750,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$750,000</u>
Cost Center	<u>9300411000</u>

Briefly describe the general nature of the contract: Grant Award Agreement No. 22-11265, from the California Department of Public Health for California Nursing Home and Long-Term Care Infrastructure and Preparedness funds, in the amount not to exceed \$750,000, for the retroactive period of June 1, 2023 through May 10, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel

Date Aug 9, 2023

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Joshua Dugas, Director

Date Aug 9, 2023

Healthcare Associated Infections Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

San Bernardino County Department of Public Health, hereinafter “Grantee”

Implementing the “California Nursing Home and Long-Term Care Infrastructure and Preparedness Project,” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-11265

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 Health and Safety Code 100375, 100380, and American Rescue Plan Act of 2021, P.L. 117-2.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist recipients with supporting nursing homes (skilled nursing facilities and long-term care facilities) during their response to SARS-CoV-2 infections, and to build and maintain the infection prevention infrastructure necessary to support resident, visitor, and facility healthcare personnel safety. Other infectious diseases and conditions may be reasonably addressed to the extent they are in support of or related to work to control the spread of SARS-CoV-2.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$750,000.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on June 1, 2023, of this grant, and terminates on May 10, 2024. No funds may be requested or invoiced for services performed or costs incurred after May 10, 2024.

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

California Department of Public Health	Grantee: San Bernardino County Department of Public Health
Name: Erin Epton, Medical Director and Chief, Healthcare Associated Infections Program	Name: Diana Ibrahim, Program Manager, Communicable Disease Section

Address: 850 Marina Bay Parkway, Bldg E	Address: 351 N. Mountain View Ave
City, ZIP: Richmond, CA 94804	City, ZIP: San Bernardino, CA 92415
Phone: 510-422-6060	Phone: 909-665-2797
Email: HAIProgram@cdph.ca.gov	E-mail: Diana.Ibrahim@dph.sbcounty.gov

Direct all inquiries to the following representatives:

California Department of Public Health,	Grantee: San Bernardino County
Attention: Lanette Corona, HAI Operations and Communications Lead	Attention: Ashley Congjuico, CDS Program Coordinator; Maria Holguin HAIP Supervising Public Health Nurse
Address 850 Marina Bay Parkway, Bldg E	Address: 451 E. Vanderbilt Way, 4 th Floor
City, Zip: Richmond, CA 94804	City, Zip: San Bernardino, CA 92408
510 422 6060	Phone: 909-841-5909
HAIProgram@cdph.ca.gov	E-mail: ashley.conjuico@dph.sbounty.gov ; maria.holguin@dph.sbounty.gov

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

Remittance Address
Grantee: San Bernardino County Department of Public Health
Attention: Eric Patrick
Address: 451 E. Vanderbilt Way, Suite 200
City, Zip: San Bernardino, CA 92408
Phone: 909-387-6630
E-mail: eric.patrick@dph.sbcounty.gov

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

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

Exhibit A, GRANT APPLICATION (Attached)

Exhibit A, ATTACHMENT 1 - GRANTEE'S WRITTEN MODIFICATIONS, this document shall supersede the Grant Application which includes the final Scope of Work and Budget Cost Sheet and shall be incorporated by reference or attached hereto.

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing [Exhibit A and/or Exhibit A, Attachment 1](#), do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS (Attached)

Exhibit C STANDARD GRANT CONDITIONS (Attached)

Exhibit D REQUEST FOR APPLICATION (RFA) (view document at:

https://www.cdph.ca.gov/Programs/CHCQ/HAI/Pages/LTC_InfrastructureProject_RFA.aspx Including all the requirements and attachments contained therein)

Exhibit E ADDITIONAL PROVISIONS (Attached)

Exhibit F FEDERAL TERMS AND CONDITIONS (Attached)

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

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

Executed By:

Date: AUG 22 2023



Dawn Rowe, Chair, Board of Supervisors, and
San Bernardino County Department of Public Health
351 N. Mountain View, 3rd Floor
San Bernardino, CA 92415

Date: _____

Javier Sandoval, 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

**Attachment A
Applicant Information
22-10924**

**California Nursing Home and Long-Term Care
Infrastructure and Preparedness
Project | 2023-2024**

Name of Organization: San Bernardino County Department of Public Health
Contact Person (Name and Title): Diana Ibrahim, Program Manager, Communicable Disease Section Department of Public Health
Topic Area: SNF Task Force and HAIP Program
Amount Requested: \$750,000
Mailing Address, City, State, Zip 351 N. Mountain View Ave San Bernardino, CA 92415 Room 104
Phone Number: 909-665-2797
Tax ID Number: 95-6002748
E-mail Address: Diana.Ibrahim@dph.sbcounty.gov
If your organization uses a fiscal agent to administer funds please list the agencies name and mailing address here:
Physical Address (If different from mailing address):
Organization Mission Statement: Working in partnership to promote and improve health, wellness, safety and quality of life in San Bernardino County.

Attachment B Application Narrative

Problem and Need

Skilled Nursing Facilities (SNFs) have faced many unique challenges since the start of the COVID-19 pandemic including staffing shortages and high turnover, lack of full-time Infection Preventionists (IPs), and limited access to resources necessary to prevent the spread of COVID-19 and other emerging diseases. Despite ongoing support provided to SNFs and other Long-term Care Facilities (LTCFs), staffing challenges and leadership turnover persist resulting in the exhaustion of resources or knowledge to effectively prevent, respond, and mitigate outbreaks of infectious diseases. Furthermore, staffing challenges have hindered disease control implementation due to lack of compliance with previously agreed measures such as targeted screenings frequency.

In addition to SNF/LTCF staffing challenges, recent COVID-19 vaccination data from the Centers for Medicare and Medicaid Services (CMS) indicates low percentages of staff and residents currently up-to-date (average of 45.2%). As new COVID-19 vaccine boosters are introduced, education and access to vaccinations at SNFs/LTCFs will continue to be needed.

As funding decreases and reporting of healthcare-associated infections (HAIs) increases, San Bernardino County Department of Public Health (SBCDPH) Healthcare-Associated Infection and Infection Prevention (HAIP) Program and the San Bernardino County (SBC) SNF Task Force have become limited in its scope of SNF/LTCF support and services available. Additional staffing is needed to support facilities and enhance activities vital to preventing and mitigating HAIs.

Building the capacity and infrastructure of SNFs and other LTCFs addresses SARS-CoV-2 and other emerging infectious diseases by improving the ability of these facilities to prevent, detect, and respond to outbreaks of emerging pathogens such as *Candida auris* (*C. auris*), Carbapenemase-producing Organisms (CPO), and Carbapenem-resistant Organisms (CP-CRO), which are a priority due to the concern of antimicrobial resistance. Improving the capacity of these facilities can ensure their ability to support hospitals as a critical part of the healthcare continuum, help to reduce the impact of future outbreaks on residents and staff, prevent the spread of infection to the wider community, and help to address existing health disparities within these facilities.

Target audience and geographic area(s)

SBC is the largest county in the contiguous United States and is home to nearly 200 SNFs, Congregate Living Facilities, and Intermediate Care Facilities. There are 54 SNFs that have 12 sub-acute units serving nearly 5,000 patients. While most facilities are in the southwestern area of the county and border other counties, there are several in more remote areas. Due to area-specific barriers and varying availability of resources, these facilities may require increased monitoring to ensure that residents have adequate access to necessary acute care treatments.

Description of specific activities, collaborations, and outcomes evaluation

SBCDPH aims to provide training, education, and resources for infection control and prevention, encourage antimicrobial stewardship, improve facility workflows to reduce the spread of infection, and ensure that facilities have sufficient supplies of personal protective equipment (PPE), testing supplies for COVID-19 and other related Multi-Drug Resistant Organisms, and access to resident and staff vaccination opportunities. Additional activities include supporting SNF/LTCF staff to create and maintain facility emergency and continuity of operations plans that are specific to the facility's needs.

This funding opportunity will prioritize support for lower-resourced facilities for infection prevention, improving access and quality of care and social services, and collaboration to address specific needs through a health equity approach.

Additional SBCDPH staffing can support the implementation of measures to prevent the spread of infectious diseases, coordinate transfers between facilities, improve inter-facility communication, navigate compliance challenges with SNFs and LTCFs, conduct additional site visits to ensure adherence to standard environmental cleaning and disinfecting practices, training SNF and LTCF personnel on proper PPE use, implement hand hygiene protocols, and ensure appropriate containment and control measures during an outbreak are implemented.

As patients can often be transferred between SNFs and LTCFs in surrounding areas, efficient interventions, such as regular point-prevalence screening and infection prevention education at SNFs and LTCFs where outbreaks are occurring, will prevent the spread of the drug-resistant HAIs to other SNFs and LTCFs in the region.

Addressing infection control in SNFs is crucial for improving health equity among vulnerable populations, as many facilities care for older adults, and individuals with chronic illnesses and disabilities. Implementing evidence-based strategies can help reduce the spread of HAIs and ensure access to safe, equitable care, ultimately reducing morbidity and mortality in these facilities.

Collaborations

The rapid emergence of COVID-19 has highlighted the need for an innovative and coordinated response to mitigate the impact of the pandemic on SNF residents and staff. The HAIIP Program and SNF Task Force continue to focus on supporting SNFs and LTCFs in serving the most vulnerable populations by addressing gaps in services and care. The SBC SNF Task Force has historically been a collaboration between SBCDPH, Skilled Nursing Facility Outreach + Support (SO+S) teams, Arrowhead Regional Medical Center (ARMC), the Department of Behavioral Health, Inland Counties Emergency Medical Agency (ICEMA), and other key stakeholders including the Inland Empire Health Plan (IEHP), Health Services Advisory Group, and the California Department of Public Health HAI team. SBCDPH hopes to continue these collaborations to ensure that the County continues to support SNFs and LTCFs with expertise, resources, and training for staff working with patients who are most vulnerable to COVID-19 and other HAIs.

Outcomes Evaluation

SBCDPH epidemiologists will collect and analyze the number of reported infections and outbreaks, the types of infections that have been observed, immunization rates, and the rates of infection in different patient groups and regional areas in the County, especially for areas that are identified as being underserved. Additionally, intervention efficiency will be measured by collecting information on the number of field visits conducted, tests coordinated, and point-prevalence screenings conducted. Staff will monitor outbreak trends for immediate assessment and support to identify disease trends, patterns, and program improvement areas to ensure disease control strategies are efficient and effective.

Evaluation will involve surveys with leaders and stakeholders to assess concerns and gather feedback, and review of program documents as policies, procedures, and training materials to ensure implementation and identify gaps for improvement.

Organizational Capacity

SBCDPH has a history of successfully implementing infection prevention programs and activities throughout the COVID-19 pandemic. SBC has a dedicated team of professionals who are trained in the principles of infection prevention and control and have a deep understanding of the latest evidence-based practices. SBCDPH has established policies and procedures that outline the steps taken to prevent the spread of infections, and SBCDPH regularly reviews and updates these policies to ensure that they are effective and align with current best practices.

During the COVID-19 pandemic, several programs and committees were developed to rapidly respond to outbreaks of COVID-19, stabilize staffing, offer resources and training, and provide access to vaccination opportunities. In early 2020, a County-wide group, including several departments, formed the SNF Task Force and SO+S teams in coordination with the SBCDPH. Teams were deployed to SNFs to prevent the catastrophic failure of resident evacuation, which is associated with high mortality rates. The SNF Task Force proactively addressed issues as they arose, adapting their approach and making critical decisions. SBCDPH also created the HAIP Program in Spring 2021, consisting of lead IPs, nursing staff, and communicable disease investigators, to coordinate comprehensive COVID-19 infection control and outbreak response, working with multiple internal and external agencies. These efforts ultimately reduced the risk of transmission in SNFs and protected the health and well-being of residents and staff. In addition to these programs, SBCDPH has also conducted numerous training sessions for staff to ensure that infection prevention can be communicated broadly and know how to implement effective prevention measures.

Overall, with additional support from this grant to enhance its current capacity to support SNFs and LTCFs, SBCDPH may build upon its current expertise, resources, and infrastructure to effectively conduct infection prevention activities and achieve positive outcomes for SNF/LTCF staff, patients, their families, and the community.

Amount of request: \$750,000

**Attachment C
Workplan Template**

To submit the Workplan to address California Nursing Home and Long-Term Care Facility Infrastructure and Preparedness, please complete both sections 1 and 2.

SECTION 1

**Indicate below with which of the following strategies your application's intervention aligns.
You may select more than one if applicable.**

Infection Prevention and Control Training, Assessment and Support

- Application from local health department to expand own infection prevention capacity or collaborate with local partners (e.g., academic centers, professional organizations) to provide infection prevention education, training, and support to skilled nursing and other long-term care facilities in their jurisdiction. Strong applications will include active outreach and ongoing engagement of facility leadership, and provision of on-site infection prevention program assessments and support outside the context of active outbreak response (e.g., "pre-emptive" assessments in facilities at high risk of outbreaks, or to ensure gaps addressed following an outbreak).
- Application from academic center or professional organization with expertise in care for persons with dementia and other behavioral conditions (e.g., substance abuse disorder, brain injury) to develop and evaluate training and implementation of strategies to improve infection control practices for individuals with dementia and other behavioral conditions in congregate living to prevent transmission of SARS-CoV-2. Strong applications will include description of evidence-based practices and metrics for successful training and implementation.

Testing to Detect Pathogens and Guide Infection Prevention and Control Activities

- Application to engage facility leadership and infection preventionists to provide initial and refresher training of facility staff and caregivers on how to conduct and interpret point of care antigen tests for COVID-19 and influenza A/B. Training should include how to appropriately collect anterior nasal specimens, how to conduct the test, and how to read the results. The training could also include how to set up onsite staff and visitor testing, when to send a confirmatory molecular test, and how to use and interpret antigen tests during response testing.

Technology, Staffing, Supplies to Support Vaccination

- Application for staffing and support of COVID19 vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities (also commonly referred to as assisted living facilities)

- Application to support facility staff to create and maintain facility plans on accessing vaccine resources (seasonal flu vaccine, COVID vaccine, etc.)
- Application to support LTCFs to enroll in and use the California Immunization Registry (CAIR) to share vaccine information – please also see Technology to Enhance Surveillance and Reporting section below about general electronic health record systems.

Technology to Enhance Surveillance and Reporting

- Application from individual, group, or corporate nursing homes and other long-term care facilities in coordination with LHDs to upgrade electronic health records system. This would include purchasing software, encouraging interoperability, and linking with Health Information Exchanges.

Emergency Preparedness for Personal Protective Equipment and Supplies

- Application to engage facility leadership and infection preventionists to implement strategies for maintaining adequate Personal Protective Equipment (PPE) supply and storage.
- Application to support facility staff to create and maintain facility emergency plans and engage in local jurisdiction planning efforts.
- Application to support facility staff to create, test, and evaluate a facility-level and/or organization-level continuity of operations plan.
- Application related to surge staffing, including efficiency protocols, standard operating procedures, and procurement efforts

Ventilation and Respiratory Protection and Healthcare Personnel Safety

- Application from local health department, industrial hygiene firms/professional, academic institution, etc., to expand the capacity to provide train-the-trainer respiratory protection fit test training to skilled nursing facilities and other long-term care facilities in the jurisdiction. Strong applications will include active outreach and ongoing engagement of facility leadership in encouraging fully Cal/OSHA compliant respiratory protection programs within facilities. Applications from industrial hygiene firms/professionals to assist individual facilities with the establishment of Cal/OSHA compliant respiratory protection programs including written programs, training, fit testing, respirator selection, etc.
- Application from HCAI, or academic or professional organizations, to set up a demonstration project in one or more skilled nursing facilities and LTC Facilities that demonstrates how facility engineers can add rooms and areas to temporarily and effectively isolate patients having, or suspected of having, an aerosol transmissible disease. The demonstration project would have rooms and areas that could be converted to isolation rooms to demonstrate how facility ventilation and portable ventilation devices are effectively and safely used to prevent transmission to other patients and staff outside the isolation room/area. A written document would be prepared that describes the results of the demonstration project.

- Application for funding renovations from organizations representing skilled nursing facilities and LTC facilities to create permanent and temporary airborne infection isolation rooms and areas in their facilities in compliance with requirements of HCAI, including portable air cleaners or other equipment. Strong applications would build capacity for providing airborne infection isolation across the region and state.
- Application from qualified industrial hygiene and/or ventilation firms/professionals for onsite services to facilities to evaluate existing ventilation systems, make recommendations for ventilation-related improvements to improve indoor air quality and reduce COVID transmission risk, and guide facilities through implementation of improvements.
- Application from qualified professionals (consultants, specialists) to evaluate, train, and communicate aspects and management of fatigue and support facility healthcare personnel safety. Should include elements of shift work, shift rotation, shift duration; sleep practices; dietary factors; commute times; circadian rhythms, etc. This can be a critical and integral component of effective COVID-19 risk management as it relates to addressing aspects of fatigue such as relaxation of standards of practice (such as disinfecting/cleaning); validating control measures such as proper operation and maintenance of ventilation systems; relaxation of use of proper personal protective equipment; poor decision making due to diminished alertness; absence from work due to fatigue; etc.

SECTION 2

Based on the specific strategy (or strategies) indicated in Section 1, please describe in detail the proposed intervention, activities, and timeline.

Attachment C
Workplan Template

SECTION 2

Based on the specific strategy (or strategies) indicated in Section 1, please describe in detail the proposed intervention, activities, and timeline.

Infection Prevention and Control Training, Assessment and Support Intervention:

Expand the San Bernardino County Department of Public Health (SBCDPH) infection prevention capacity and collaborate with partners to provide infection prevention education, training, and support to skilled nursing facilities (SNF) and other long-term care facilities (LTCF) in San Bernardino County (SBC). The intervention aims to reduce the spread of SARS-CoV-2 in SNF/LTCFs and protect the health and well-being of residents, staff, and visitors.

Activities:

1. **Training and Education:** SBCDPH aims to provide training and education to SNF and LTCF staff and caregivers on best practices for infection control and prevention. This includes providing training on hand hygiene, use of personal protective equipment (PPE), cleaning and disinfection protocols, and proper isolation and quarantine procedures. The training will also cover the latest guidelines and recommendations from the Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH).
 1. **Timeline:**
 1. **Months 1-2:** Identify the SNF/LTCFs in the county that need support and develop a plan for providing training, education, and resources for infection control and prevention.
 2. **Months 3-4:** Develop training and education programs for SNF/LTCF staff and caregivers in coordination with local partners.
 3. **Months 4-ongoing:** Begin providing training and education to SNF/LTCF staff and caregivers on best practices for infection control and prevention in coordination with partners.
 4. **Month 1-ongoing:** Develop, generate, and analyze quantitative and qualitative data on training effectiveness.
2. **Develop and Engage Partnerships:** SBCDPH currently has working relationships and existing collaborations with internal and external partners; however, aims to cultivate additional multidisciplinary partnerships to improve infection prevention activities.
 1. **Timeline:**
 1. **Months 1-2:** Identify key local organizations and agencies and develop a plan for collaboration and coordination with these partners, including the sharing of resources and best practices.
 2. **Months 3-ongoing:** Provide technical assistance and support to SNF/LTCF through partnerships with local organizations and agencies.
 3. **Months 3-ongoing:** Engage partners in routine collaborative SNF/LTCF meetings.

3. **Encourage Antimicrobial Stewardship:** SBCEPH will work with SNF and LTCF to promote the appropriate use of antimicrobial agents and reduce the development and spread of antibiotic-resistant organisms. This includes providing training on the appropriate use of antibiotics, the development of antibiotic stewardship programs, and promoting the use of guidelines for the management of infections.

1. **Timeline:**

1. **Months 1-ongoing:** Ensure the optimal use of antimicrobial agents in SNFs, subacute facilities, and other LTCFs.
2. **Month 1-ongoing:** Develop, generate, and analyze quantitative and qualitative data acquired from LTCFs on antimicrobial drug use.
3. **Months 1-6:** Establish internal public health policies and procedures to ensure appropriate antimicrobial drug use.
4. **Months 2-ongoing:** Provide education and information about antimicrobial stewardship and infection prevention and control to health professionals, patients, and members of the public who encounter the health system's practice settings.

Testing to Detect Pathogens and Guide Infection Prevention and Control Activities Intervention:

Support SNFs/LTCFs in the detection of pathogens using point-of-care COVID-19 and influenza A/B antigen tests to improve the ability of these facilities to detect and respond to respiratory outbreaks in a timely manner and establish onsite testing protocols, ultimately reducing the spread of infections and improve the health outcomes for residents and staff of SNFs/LTCFs.

Activities:

1. **Training and Education:** Provide training and support for SNF/LTCF staff and caregivers on how to conduct and interpret point-of-care antigen (POC) tests for COVID-19 and influenza A/B and establish onsite testing protocols to detect pathogens and guide infection prevention and control activities in the facilities.

1. **Timeline:**

1. **Months 1-2:** Identify the SNFs/LTCFs in the county that need support and develop a plan for providing training, education, and resources for POC tests.
2. **Months 3-4:** Develop training and education programs for SNF/LTCF staff and caregivers in coordination with local partners.
3. **Months 3-ongoing:** Initiate training and education for SNF/LTCF staff and caregivers on the proper administration of POC antigen tests and techniques for collecting anterior nasal specimens, interpretation of test results, appropriate utilization of confirmatory molecular tests, and implementation of on-site testing protocols for staff and visitors. Further guidance will be provided for outbreak response testing scenarios.
4. **Months 3-ongoing:** Monitor and evaluate the effectiveness of training and support provided by tracking key metrics such as the number of tests conducted, the number of positive cases identified, and the number of infections, hospitalizations, and deaths among residents and staff.

2. **Adequate Testing Supplies:** SBCDPH will work with SNF and LTCF to ensure that facilities have sufficient testing supplies for COVID-19 and other related Multi-Drug Resistant Organisms (MDROs).

1. **Timeline:**

1. **Month 1-ongoing:** Begin assessment of testing needs; assessment will be conducted monthly.
2. **Month 3-ongoing:** Ensure the provision of testing supplies through existing partnerships and procurement pipelines, or through SBCDPH as supplies are made available.

Technology, Staffing, and Supplies to Support Vaccination Intervention:

Provide temporary staffing and support for COVID-19 vaccination teams for on-site clinics at SNF/LTCF as needed, support facility staff to create and maintain facility plans on accessing vaccine resources (seasonal flu vaccine, COVID vaccine, etc.), and support LTCFs to enroll in and use the California Immunization Registry (CAIR) to share vaccine information.

Activities:

1. **Vaccination Teams:** Establish dedicated SBCDPH teams to administer COVID-19 vaccinations on-site at SNF/LTCFs and coordinate needs in order to improve vaccine access, administration, and tracking for residents and staff of LTCF.

1. **Timeline:**

1. **Months 1-2:** Identify SNF/LTCFs in the county that need support with COVID-19 vaccinations and establish a plan for providing on-site vaccination teams in coordination with LTCF staff.
2. **Months 3-ongoing:** Begin providing on-site vaccination teams for LTCF, ensuring that all teams have the necessary equipment, supplies, and PPE.

2. **Adequate Vaccination Supplies:** SBCDPH will work with SNFs and LTCFs to ensure that facilities have access to resident and staff COVID-19, seasonal flu, and other vaccination opportunities.

1. **Timeline:**

1. **Month 1-2:** Begin assessment of vaccination needs; assessment will be conducted monthly.
2. **Month 3-ongoing:** Ensure the provision of vaccination supplies through existing partnerships and procurement pipelines, or through SBCDPH as supplies are made available.

3. **California Immunization Registry (CAIR)**

1. **Timeline:**

1. **Months 1-ongoing:** Provide guidance and training to SNF/LTCF staff on how to access and use the California Immunization Registry (CAIR) to share vaccine information.
2. **Months 2-ongoing:** Monitor and evaluate the effectiveness of the activities by evaluating SNF/LTCF activities.

Emergency Preparedness for Personal Protective Equipment and Supplies Intervention:

Provide support to SNF/LTCFs in maintaining adequate supplies of personal protective equipment (PPE), creating and maintaining emergency plans, and preparing for potential staffing shortages or surges. The activities may include working with facility leadership and infection preventionists to implement

strategies for maintaining PPE supply, assisting with creating and testing emergency plans, and providing guidance and resources for addressing staffing shortages or surges.

Activities:

1. **Adequate Supplies of PPE:** SBCDPH will work with SNF/LTCF leadership to ensure that facilities have sufficient supplies of PPE. This includes providing guidance on the appropriate use of PPE, and strategies for maintaining adequate PPE supply.
 1. **Timeline**
 1. **Month 1-2:** Begin assessment of PPE needs; assessment will be conducted monthly.
 2. **Month 3-ongoing:** Ensure the provision of PPE through existing partnerships and procurement pipelines, or through SBCDPH as supplies are made available.
2. **Emergency Response Plan (ERP):** SBCDPH will support facility staff to create and maintain facility ERPs and engage in local jurisdiction planning efforts. The activities under this section would involve working with facility staff to develop emergency plans that are in compliance with local and state regulations, providing training and education on emergency preparedness, and conducting regular reviews and updates to the emergency plans.
 1. **Timeline:**
 1. **Month 1:** SBCDPH will provide guidance and resources to facility staff to develop and update their emergency plans. This will include an assessment of facility emergency planning needs, reviewing existing emergency plans, and identifying any gaps in preparedness.
 2. **Month 2-3:** SBCDPH will develop and conduct training and workshops for facility staff on emergency planning, including best practices and strategies for managing different types of emergencies.
 3. **Month 4-6:** SBCDPH will provide ongoing technical assistance to facility staff to review and update facility emergency plans, supporting facility staff in the development of their emergency plans, including incorporating best practices and regulatory requirements, as needed.
 4. **Month 4-ongoing:** Encourage and facilitate the participation of facility staff in local jurisdiction emergency planning efforts, such as emergency management meetings and drills.
3. **Facility-level Continuity of Operations Plans (COOP):** SBCDPH will support facility staff to create and maintain facility COOPs, addressing all aspects of facility operations, including essential functions, critical systems, personnel, and procedures.
 1. **Timeline:**
 1. **Month 1:** SBCDPH will assess SNF/LTCFs current COOPs, provide guidance and resources for the development of these plans, and identify any gaps or areas in need of improvement.
 2. **Month 2-3:** Conduct training and workshops for COOPs, incorporating best practices and addressing identified gaps, in coordination with ERP development and evaluation activities.
 3. **Month 4-ongoing:** Evaluate the effectiveness of the continuity of operations plan and make any necessary revisions, incorporating any new information or changes in facility operations.

Ventilation and Respiratory Protection and Healthcare Personnel Safety Intervention:

Ensure that SNF/LTCF have fully compliant respiratory protection programs as per Cal/OSHA regulations. This will be done through active outreach and ongoing engagement with facility leadership, as well as assistance from industry professionals to help establish compliant programs, as needed, including written programs, training, fit testing, and respirator selection.

Activities:

- 1. Develop and Engage Partnerships:** SBCDPH currently has working relationships and existing collaborations with internal and external partners, however, aims to cultivate additional multidisciplinary partnerships to improve respiratory prevention activities.
 - 1. Timeline:**
 - 1. Month 1-2:** Identify key local organizations and agencies and develop a plan for active outreach, collaboration, and coordination with these partners, including the sharing of resources and best practices. Active outreach and ongoing engagement with facility leadership to encourage full compliance with regulations.
 - 2. Months 3-ongoing:** Provide technical assistance and support to SNFs/LTCFs in coordination with local partnered organizations and agencies.
 - 3. Months 3-ongoing:** Engage partners in routine collaborative SNF/LTCF meetings.
 - 2. Training and Education:** Provide training and support for SNF/LTCF staff and caregivers on compliance, fit testing, and respirator selection. The curriculum will be a train-the-trainer model.
 - 1. Timeline:**
 - 1. Month 1-2:** Assess the current respiratory protection programs within SNF/LTCFs to identify areas of improvement and compliance gaps.
 - 2. Month 3-4:** Develop a train-the-trainer program in collaboration with external partners, academic institutions, etc. This program will focus on providing training on best practices for respiratory protection fit testing, written programs, respirator selection, and compliance with Cal/OSHA regulations.
 - 3. Month 5-6:** Begin providing the train-the-trainer program.
 - 4. Month 7-ongoing:** Continuously monitor and evaluate the effectiveness of the train-the-trainer program and the compliance of respiratory protection programs within the facilities. Provide ongoing support and assistance as needed to ensure compliance with Cal/OSHA regulations.
 - 3. Improve Facility Workflows:** SBCDPH will work with SNF and LTCF to improve facility workflows and reduce the spread of infection. This includes providing support for the development of infection control policies and procedures, conducting on-site assessments to identify areas for improvement around ventilation and respiratory protection, and providing guidance on best practices for infection control and prevention.
 - 1. Timeline**
 - 1. Month 1-2:** Conduct a comprehensive assessment of infection control policies and procedures among SNF/LTCFs.
 - 2. Month 3-ongoing:** Begin providing site-specific recommendations.

Attachment D
Budget

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
SNF Task Force and HAIP
FY 2023-24
YEAR 1 PROJECTED EXPENDITURES
rev. 06/29/2023

PERSONAL SERVICES:						
Classification Title	Percentage of Effort	Monthly Salary	No. of Months		Approved Budget	
Registered Nurse II - Per Diem	75%	\$6,067	12		\$72,802.00	
Registered Nurse II - Clinic	100%	\$7,481	12		\$89,772.00	
Office Assistant III	25%	\$928	12		\$11,134.00	
Communcial Disease Investigator - ex help	100%	\$4,994	12		\$59,928.00	
Communcial Disease Investigator -ex help	100%	\$4,994	12		\$59,928.00	
Epidemiologist - ex help	50%	\$3,054	12		\$36,644.00	
Epidemiologist - ex help	50%	\$3,054	12		\$36,644.00	
Health Education Specialist II	10%	\$519	12		\$6,229.00	
	FTEs 5.10					
A. Personnel					\$373,081.00	
B. Fringe Benefits @56.24% (% must be verified)					\$209,820.75	
Total, Personal Services					\$582,901.75	
OPERATING EXPENSES:						
C. Travel (see breakdown below)					\$17,082.87	
D. Equipment					\$0.00	
E. Supplies					\$15,000.00	
F. Contractual Services (see breakdown below)					\$34,504.98	
G. Construction					\$0.00	
H. Other (see breakdown below)					\$2,000.00	
I. Total Direct Charges					\$651,489.60	
J. Indirect Costs @16.90% (% and only if applicable)					\$98,510.40	
K. Totals					\$750,000.00	
C. Travel						
In-state travel throughout the County	see note				\$17,082.87	
					\$17,082.87	
F. Contractual Services						
Contract Pharmacist @127.02/hr						
271.65 hours @127.02 = \$34,504.98					\$34,504.98	
					\$34,504.98	
H. Other:						
Training - CIC Certification for Staff					\$2,000.00	
					\$2,000.00	

**Exhibit A, Attachment 1
Final Scope of Work**

1. Service Overview

Grantee agrees to complete the Scope of Work described herein.

The purpose of this project is to support skilled nursing facilities (SNFs), nursing homes, and other long-term care facilities (LTCFs) during their response to SARS-CoV-2 infections, and to build and maintain the infection prevention infrastructure necessary to support resident, visitor, and healthcare personnel safety. Other infectious diseases and conditions may be reasonably addressed to the extent they are in support of or related to work to control the spread of SARS-CoV-2.

2. Service Location

The services shall be performed at the location(s) specified in the Scope of Work.

3. Service Hours

The Grantee will be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except official holidays, and activities will be conducted in accordance with the Scope of Work.

4. The strategy numbers identified in the agreement are not listed in sequential order because each number represents only those specific strategies applicable to the activities to be conducted in the Scope of Work.

5. See the following pages for a detailed description of the Scope of Work to be performed.

Infection Prevention and Control Training, Assessment and Support

Strategy 1: Local health department expands own infection prevention capacity to provide infection prevention education, training, and support to skilled nursing and other long-term care facilities in their jurisdiction. Include active outreach and ongoing engagement of facility leadership, and provision of on-site infection prevention program assessments and support outside the context of active outbreak response (e.g., “pre-emptive” assessments in facilities at high risk of outbreaks, or to ensure gaps addressed following an outbreak).

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
Training and Education:				
1.1	Identify the 54 SNF and 6 Long-term Acute Care Facilities (LTACs) in the County that need support and training in infection control and prevention based on capacity and historical data	Supervising Public Health Nurse Epidemiologist	Assessment tool/method	Jul 2023
1.2	Develop a training/educational plan and compile resources for best practice infection control and prevention topics and adherence monitoring tools, specifically hand hygiene, personal protective equipment (PPE) use, cleaning and disinfection protocols, isolation and quarantine procedures, and current guidelines and recommendations from Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH), including AFLs.	Supervising Public Health Nurse Epidemiologist	Training plan	Aug 2023
1.3	Develop training and education materials for SNF/LTAC staff and caregivers in coordination with local partners	Supervising Public Health Nurse Health Education Specialist II	Presentation materials	Aug 2023
1.4	Develop and implement a data collection plan to assess training effectiveness	Supervising Public Health Nurse Epidemiologist	Data collection tool	Aug 2023

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1.5	Begin providing training and education to SNF/LTAC staff and caregivers on best practices for infection control and prevention in coordination with partners	Supervising Public Health Nurse Registered Nurse	Attendee logs; training evaluations	Sep 2023
1.6	Analyze quantitative and qualitative data on training effectiveness	Supervising Public Health Nurse Epidemiologist	Summary of findings	Dec 2023
Develop and Engage Partnerships:				
1.7	Identify key local organizations and agencies and develop a plan for collaboration and coordination with these partners, including the sharing of resources and best practices	Supervising Public Health Nurse Registered Nurse	Assessment tool/method	Jul 2023
1.8	Provide technical assistance and support to SNFs/LTACs through partnerships with local organizations and agencies by conducting field visits and providing guidance based on current regulations, as well as inform facilities how to access available resources	Supervising Public Health Nurse Registered Nurse	Assessment tool; record of number of field visits and consultations conducted	Sept 2023
1.9	Engage key organizations in bi-monthly collaborative SNF/LTAC meetings with engaged partners	Supervising Public Health Nurse Epidemiologist	Meeting agendas; attendee logs	Jul 2023
Encourage Antimicrobial Stewardship:				
1.10	Evaluate the optimal use of antimicrobial agents in SNFs, subacute facilities, and other LTACs by following the most updated therapeutics guidance, regular reassessment, and implementing a review and approval process for antimicrobial drug use outside of what is recommended	Pharmacist Registered Nurse	Assessment tool	Jul 2023
1.11	Develop a plan on antimicrobial drug use (i.e. develop and	Pharmacist	Training plan	Sept 2023

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	maintain therapeutic guidelines, stewardship alerts)	Epidemiologist		
1.12	Generate data and analyze quantitative and qualitative data acquired from SNFs/LTACs on drug for antimicrobial optimization and supply management	Supervising Public Health Nurse Epidemiologist	Data collection tool; summary of findings (report)	Oct 2023
1.13	Establish internal public health policies and procedures to improve appropriate antimicrobial drug use	Pharmacist Registered Nurse	Approved Policy and Procedure	Dec 2023
1.14	Beginning in Jan 2024, provide training to 54 SNFs and 6 LTACs on the appropriate use of antibiotics, the development of antibiotic stewardship programs, and promoting the use of guidelines for the management of infections	Pharmacist Registered Nurse	Training materials; attendee logs	Jan 2024
1.15	Provide education and information through the website and/or regular email communication updates about antimicrobial stewardship and infection prevention and control to health professionals, patients, and members of the public who encounter the County's health systems' practice settings	Pharmacist Health Education Specialist II	Educational material	Jan 2024

Testing to Detect Pathogens and Guide Infection Prevention and Control Activities

Strategy 3: Engage facility leadership and infection preventionists to provide initial and refresher training of facility staff and caregivers on how to conduct and interpret point of care antigen tests for COVID-19 and influenza A/B. Training should include how to appropriately collect anterior nasal specimens, how to conduct the test, and how to read the results. The training could also include how to set up onsite staff and visitor testing, when to send a confirmatory molecular test, and how to use and interpret antigen tests during response testing.

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
Training and Education:				
3.1	Identify the SNFs/LTACs in the County that need support and develop a plan for providing training, education, and resources for point-of-care (POC) tests for COVID-19, influenza A/B, and related multidrug-resistant organisms (MDROs)	Supervising Public Health Nurse Epidemiologist	Assessment tool/method	Jul 2023

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3.2	Develop training and educational program for SNF/LTAC staff and caregivers in coordination with local partners	Supervising Public Health Nurse Epidemiologist	Training plan	Aug 2023
3.3	Develop and provide training and education materials to SNF/LTAC staff and caregivers on the proper administration of POC antigen tests and techniques for collecting anterior nasal specimens, reporting to the local health Department, interpretation of test results, appropriate utilization of confirmatory molecular tests, and implementation of on-site testing protocols for staff and visitors	Supervising Public Health Nurse Health Education Specialist II	Training materials; attendee logs	Sept 2023
3.4	Disseminate guidance and scenarios for outbreak response testing	Supervising Public Health Nurse Health Education Specialist II	Guidance and reference documents	Sept 2023
3.5	Monitor and evaluate the effectiveness of training and support provided by tracking key metrics, including number of tests conducted, the number of positive cases identified, and the number of infections, hospitalizations, and deaths among residents and staff	Communicable disease investigator Epidemiologist Public health nurse	Assessment tool; summary of findings	Sept 2023
Adequate Testing Supplies:				
3.6	Develop a plan to ensure that SNFs and LTACs have sufficient testing supplies for COVID-19 and related MDROs	Supervising Public Health Nurse Epidemiologist	Supply plan	Aug 2023
3.7	Begin monthly facility assessments of testing needs	Supervising Public Health Nurse Registered Nurse	Assessment forms/tool	Sept 2023
3.8	Improve the provision of testing supplies through existing partnerships and procurement pipelines, or through San Bernardino County Department of Public Health (SBCDPH) as supplies are made available	Supervising Public Health Nurse Registered Nurse	Testing resource list; distribution activities	Oct 2023

Technology, Staffing, Supplies to Support Vaccination

Strategy 4: Staff and support of COVID-19 vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities (also commonly referred to as assisted living facilities)

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
4.1	Assess SNFs/LTACs needs for vaccine access, administration, and tracking for SNF/LTAC residents and staff	Supervising Public Health Nurse Epidemiologist	Assessment forms/tool	Jul 2023
4.2	Identify SNFs/LTACs in the County that need support with COVID-19 vaccinations and establish a plan for providing on-site vaccination teams in coordination with SNF/LTAC staff	Supervising Public Health Nurse Epidemiologist	Planned visit calendar	Aug 2023
4.3	Develop a vaccination campaign based on needs and available resources for vaccinations	Supervising Public Health Nurse Registered Nurse	Plan	Aug 2023
4.4	Identify dedicated SBCDPH staff to administer COVID-19 vaccinations on-site at SNFs/LTACs	Supervising Public Health Nurse Registered Nurse	Team roster	Sept 2023
4.5	Develop and implement a data collection plan to assess the vaccination campaign	Supervising Public Health Nurse Epidemiologist	Data collection tool	Sept 2023
4.6	Deploy onsite vaccination teams to SNFs/LTFCs ensuring that all teams have the necessary equipment, supplies, and PPE	Supervising Public Health Nurse Registered	Facilities visited; number of vaccinations provided	Oct 2023

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		Nurse		
4.7	Review and evaluate data on vaccination effort effectiveness throughout the campaign	Supervising Public Health Nurse Epidemiologist	Reports	Oct 2023

Strategy 5: Support facility staff to create and maintain facility plans on accessing vaccine resources (seasonal flu vaccine, COVID vaccine, etc.)

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
5.1	Develop and plan an assessment tool to ensure facilities have access to resident and staff COVID-19, seasonal flu, and other vaccination opportunities	Supervising Public Health Nurse Epidemiologist	Plan	Jul 2023
5.2	Begin monthly assessments on the vaccination needs of SNF/LTAC resident and staff	Supervising Public Health Nurse Epidemiologist	Assessment tool	Sept 2023
5.3	Identify resources (i.e. existing partnerships and procurement options available through SB CDPH) that may be able to support the provision of vaccination supplies	Supervising Public Health Nurse Registered Nurse	List of vaccination resources	Sept 2023
5.4	Distribute resource list to SNFs/LTACs via monthly meeting, email, and/or website	Supervising Public Health Nurse Health Education Specialist	Meeting minutes; website screenshots	Oct 2023
5.5	Survey to identify which resources were used by SNFs/LTACs	Supervising Public Health Nurse Epidemiologist	Assessment tool	Dec 2023

Strategy 6: Support LTACs to enroll in and use the California Immunization Registry (CAIR) to share vaccine information.

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
6.1	Provide guidance and training resources to SNF/LTAC staff on how to access and	Supervising Public Health	Tracking tool	Jan 2023

	use the California Immunization Registry (CAIR) to share vaccine information	Nurse Health Education Specialist II		
6.2	Continuously monitor enrollment of SNFs/LTACs	Epidemiologist	Assessment Tool	Jan 2023 - ongoing

Emergency Preparedness for Personal Protective Equipment and Supplies

Strategy 8: Engage facility leadership and infection preventionists to implement strategies for maintaining adequate Personal Protective Equipment (PPE) supply and storage.

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
8.1	Develop and disseminate guidance on the appropriate use of PPE, and strategies for maintaining adequate PPE supplies	Supervising Public Health Nurse Registered Nurse	Guidance developed/adopted	Jul 2023
8.2	Work with SNF/LTAC leadership to assess that facilities have sufficient PPE supplies	Supervising Public Health Nurse Registered Nurse	Assessment method/tools	July 2023
8.3	Begin monthly assessments of PPE needs	Supervising Public Health Nurse Epidemiologist	Assessment method/tools	Aug 2023
8.4	Identify and distribute resources that may be able to support the provision of PPE supplies	Supervising Public Health Nurse Epidemiologist	List of PPE resources	Sept 2023
8.5	Monitor whether SNFs/LTACs have identified strategies for maintaining PPE supplies in current plans	Supervising Public Health Nurse Epidemiologist	Tracking tool; SNF/LTAC PPE supply and storage protocol	Dec 2023

Strategy 9: Support facility staff to create and maintain facility emergency plans and engage in local jurisdiction planning efforts.

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
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9.1	Provide guidance and resources to SNF/LTAC staff to develop and update their facility's emergency plans	Supervising Public Health Nurse Registered Nurse	Guidance document/plan checklist	Sept 2023
9.2	Develop and conduct training and workshops for facility staff on emergency planning, including best practices and strategies for managing different types of emergencies	Supervising Public Health Nurse Registered Nurse	Training materials; attendee logs	Dec 2023
9.3	Provide ongoing technical assistance to facility staff to review and update facility emergency plans, support facility staff in the development of their emergency plans, including incorporating best practices and regulatory requirements, as needed	Supervising Public Health Nurse Registered Nurse	Meeting agenda and minutes	Dec 2023
9.4	Encourage and facilitate the participation of facility staff in local jurisdiction emergency planning efforts, such as emergency management meetings and drills	Supervising Public Health Nurse Registered Nurse	Meeting agenda and minutes; regular updates	Mar 2024
9.5	Collect and assess facility emergency planning needs by reviewing existing emergency plans and identifying any gaps in preparedness	Supervising Public Health Nurse Registered Nurse	Assessment tool; number of plans reviewed/tracking tool	May 2024
9.6	Monitor SNFs/LTACs with plans that incorporate best practices and regulatory requirements	Supervising Public Health Nurse Epidemiologist	Tracking tool; emergency plan checklist per facility	May 2024

Strategy 10: Support facility staff to create, test, and evaluate a facility-level and/or organization-level continuity of operations plan (COOP).

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
10.1	Provide guidance and resources for the development and improvement of plans, including addressing all aspects of facility operations (essential functions, critical systems, personnel, and procedures)	Supervising Public Health Nurse Registered	Guidance document/plan checklist	Sept 2023

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		Nurse		
10.2	Conduct training and workshops for COOPs, incorporating best practices and addressing identified gaps, in coordination with emergency response plan development and evaluation activities	Supervising Public Health Nurse Registered Nurse	Training materials; attendee logs	Dec 2023
10.3	Advise facilities to make necessary revisions to COOPs, incorporating any new information or changes in facility operations	Supervising Public Health Nurse Registered Nurse	Number of COOPs revised	Sept 2023
10.4	Collect and assess SNFs'/LTACs' current COOPs and identify any gaps or areas in need of improvement	Supervising Public Health Nurse Registered Nurse	Assessment tool; COOP plans/tracking tool per facility	May 2024
10.5	Review and assess COOPs to ensure that plans meet plan requirements	Supervising Public Health Nurse Registered Nurse	Evaluation method/COOP checklist	May 2024

Ventilation and Respiratory Protection and Healthcare Personnel Safety

Strategy 12: Expand the capacity to provide train-the-trainer respiratory protection fit test training to skilled nursing facilities and other long-term care facilities through active outreach and ongoing engagement of facility leadership and encouraging (or assisting to establish) fully Cal/OSHA compliant respiratory protection programs within facilities, including written programs, training, fit testing, respirator selection, etc.

Activity #	Activity <i>Include specifics, such as numbers, locations, how to be accomplished, outputs</i>	Person Responsible <i>Include Title</i>	Tracking Measure <i>Proof of execution if requested</i>	Anticipated Completion <i>Month/Year</i>
12.1	Obtain and complete fit testing train-the-trainer requirements for SNF/LTAC staff who will be conducting PPE fit testing training	Supervising Public Health Nurse Registered Nurse	Certificates	Dec 2023
12.2	Assess SNF/LTAC respiratory protection programs for full compliance with Cal/OSHA regulations and identify areas of improvement and compliance gaps	Supervising Public Health Nurse Registered	Assessment tool	Dec 2023

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		Nurse		
Develop and Engage Partnerships:				
12.3	With assistance from industry professionals, engage facility leadership to establish compliant programs, as needed, including written programs, training, fit testing, and respirator selection	Supervising Public Health Nurse Registered Nurse	Meeting agenda and minutes	Jan 2024
12.4	Identify key local organizations and agencies to cultivate additional multidisciplinary partnerships to improve respiratory protection activities	Supervising Public Health Nurse Registered Nurse	Resource list	Jan 2024
12.5	Develop and implement a plan for active outreach, collaboration, and coordination with partners, including sharing resources and best practices	Supervising Public Health Nurse Registered Nurse	Plan	Mar 2024
12.6	Provide technical assistance and support to SNFs/LTACs in coordination with local partner organizations and agencies	Supervising Public Health Nurse Registered Nurse	Number of facilities assisted/tracking tool	May 2024
Training and Education:				
12.7	In collaboration with external partners/academic institutions, develop a train-the-trainer program with focus on best practices for respiratory protection fit testing, written programs, respirator selection, and compliance with Cal/OSHA regulations	Supervising Public Health Nurse Epidemiologist	Program plan	Jan 2024
12.8	Begin providing the train-the-trainer program	Supervising Public Health Nurse Registered Nurse	Planned training calendar	Feb 2024
12.9	Ensure completion of respiratory protection training in at least 80% SNFs/LTAC facilities	Supervising Public Health Nurse Registered Nurse	Tracking tool/progress report	May 2024
12.10	Continuously monitor and evaluate the outreach and effectiveness of the train-the-trainer program through assessing	Supervising Public Health Nurse	Evaluation tool/method	May 2024

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	compliance of respiratory protection programs within the facilities	Epidemiologist		
12.11	Provide ongoing support and assistance as needed to ensure compliance with Cal/OSHA regulations	Supervising Public Health Nurse Registered Nurse	Meeting minutes, email communications	May 2024
Improve Facility Workflows:				
12.12	Begin to conduct on site assessments to identify areas for improvement around ventilation and respiratory protection	Supervising Public Health Nurse Registered Nurse	Planned site visit calendar	Jan 2024
12.13	Complete ventilation assessments in 80% of facilities (54 SNFs/6LTACs)	Supervising Public Health Nurse Registered Nurse	Assessment forms	May 2024
12.14	Based on visit assessment, monitor facilities that meet program requirements/expectations	Supervising Public Health Nurse Registered Nurse	Evaluation/Tracking tool	May 2024

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

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

CHCQinvoice@cdph.ca.gov and HAIPProgram@cdph.ca.gov

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.

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

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

Exhibit B
Budget Detail and Payment Provisions

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

4. Timely Submission of Invoice

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

5. Travel and Per Diem Reimbursement

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

6. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. Section 704, **Grantee** shall not use funds provided by the agreement to:

- A. Provide inpatient services;
- B. Make cash payment to intended recipients of health services;
- C. Purchase or improve land, purchase, construct or permanently improve any building or other facility or purchase major medical equipment.
- D. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
- E. Provide financial assistance to any entity other than a public or nonprofit private entity for research or training services; or
- F. Make payment for any item or service (other than an emergency item or

Exhibit B
Budget Detail and Payment Provisions

service) furnished by; 1) an individual or entity during the period such individual or entity is excluded from participation in any other federally funded program, or 2) at the medical direction or on the prescription of a physician during the period when the physician is excluded from participation in any other federally funded program.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

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

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.

Exhibit E
Additional Provisions

- 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.
- 2. Avoidance of Conflicts of Interest by Grantee**
- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

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

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

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

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

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

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

Index of Special Terms and Conditions

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

1. Federal Funds

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

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

2. Federal Equal Opportunity Requirements

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

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

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

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

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

3. Debarment and Suspension Certification

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

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

4. Covenant Against Contingent Fees

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

5. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

b. Prohibition

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

6. Additional Restrictions

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

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

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

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

7. Human Subjects Use Requirements

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

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

8. Audit and Record Retention

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

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

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

9. Federal Requirements

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

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.

San Bernardino County
Department of Public Health
Name of Grantee

22-11265
Contract / Grant Number

AUG 22 2023
Date

Dawn Rowe
Printed Name of Person Signing for Grantee

Dawn Rowe
Signature of Person Signing for Grantee

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.

Attachment 2

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

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

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

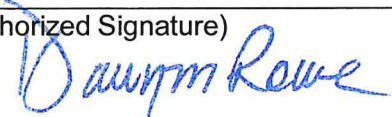
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information 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.

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Proposer/Bidder Firm Name (Printed)	Federal ID Number
San Bernardino County Department of Public Health (Grantee)	95-6002748
By (Authorized Signature) 	
Printed Name and Title of Person Signing	
Dawn Rowe, Chair, Board of Supervisors	
Executed in the County of	Executed in the State of
San Bernardino County	CA
Date Executed	
AUG 22 2023	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) San Bernardino County, Department of Public Health	Federal ID Number 95-6002748
By (Authorized Signature) 	
Printed Name and Title of Person Signing Dawn Rowe, Chair, Board of Supervisors	
Date Executed 8/22/2023	Executed in the County of San Bernardino County

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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