

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

148



**FROM:** Riverside County Emergency Management Department (EMD)

**SUBMITTAL DATE:**  
11/24/2015

**SUBJECT:** Ratify the Agreement #15-10584 between the County of Riverside and the California Department of Public Health (CDPH) for the Supplemental Funding for HPP Ebola Preparedness and Response Project. All Districts. [\$270,000] 100% Federally funded.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Agreement between the County of Riverside and the California Department of Public Health (CDPH) in the amount of \$270,000 for the period of July 1, 2015 through April 17, 2020; and
2. Authorize the Chairperson to sign four (4) originals of said Agreement #15-10584, four (4) originals of the Certificate of Lobbying, two (2) originals of the Non-Supplantation Certification on behalf of the County, one (1) Letter of Acceptance, and four (4) Contractor Certifications; and
3. Authorize the Purchasing Agent to sign subsequent amendments to this Agreement that make only ministerial changes and do not exceed the amount stated nor the performance period approved; and
4. Authorize the Auditor-Controller to adjust the FY 15/16 budget as indicated in the attached Schedule A.

RL:mv

*Kim Saruwatari*  
Kim Saruwatari, Director  
Emergency Management  
Department

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 42,775	\$ 169,150	\$ 270,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

<b>SOURCE OF FUNDS:</b> 100% Federal Funding	<b>Budget Adjustment:</b> Yes
	<b>For Fiscal Year:</b> 15/16-19/20

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: *GREGORY P. PRAMOS* DATE: 12/1/15

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Susana Garcia-Bocanegra* 12/3/15  
Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**Prev. Agn. Ref.:** 6/30/2015 #3-42 | **District:** ALL | **Agenda Number:**

**3-31**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Ratify the Agreement #15-10584 between the County of Riverside and the California  
Department of Public Health (CDPH) for the Supplemental Funding for HPP Ebola Preparedness  
and Response Project. All Districts. [\$270,000] 100% Federally funded.**

**DATE: 11/24/2015**

**PAGE: 2 of 3**

**BACKGROUND:**

**Summary**

Following the recent outbreak of the Ebola Virus Disease, the Centers for Disease Control and Prevention (CDC) has released grant funds through the California Department of Public Health (CDPH), Emergency Preparedness Office (EPO) to support local healthcare coalition planning and operational readiness for responding to the Ebola Virus Disease (EVD), with a particular focus on regional transportation planning, training and exercising.

The Public Health Emergency Preparedness and Response division (PHEPR) of the Emergency Management Department (EMD) will utilize funds to develop a Region VI Mutual Aid Ebola/Infectious Disease Transportation Plan for transport providers when exposed to suspected or confirmed EVD/infectious disease patients. The funds will also be used to purchase protective equipment for Region VI transport providers. Funding will be used to plan, conduct and evaluate exercises and to train transport providers on equipment utilization when EVD or other infectious diseases cannot be ruled out.

PHEPR will contract with an outside agency to develop a regional mutual aid Ebola/infectious disease patient transportation plan and to conduct workshops for Ebola/infectious disease related response. The plan will be utilized throughout Region VI by local health departments, Emergency Management, local EMS agencies, hospitals and EMS providers to enhance transportation response capabilities during a potential or confirmed case of an infectious disease. Region VI includes the following counties: Riverside, San Bernardino, San Diego, Imperial, Inyo and Mono.

**Impact on Citizens and Businesses**

The citizens and businesses of Riverside County will benefit from the development of EVD preparedness plans as they will support first responders in providing a comprehensive and rapid response to a potential EVD case.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The total Fiscal Year (FY 15/16) grant award is \$42,775 as outlined in the attached Schedule A. The remaining grant funding in the amount of \$227,225 will be included in the County budget process for subsequent years.

The maximum amount payable under this Agreement shall not exceed the total sum of \$270,000 through FY 19/20.

**ATTACHMENTS:**

- A. BUDGET ADJUSTMENT – Schedule A Attached**

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FORM 11: Ratify the Agreement #15-10584 between the County of Riverside and the California  
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DATE: 11/24/2015

PAGE: 3 of 3

**FY 2015-2016**  
**Schedule A**

**Emergency Management Department**  
**HPP Ebola Grant**

<b>Fund</b>	<b>Deptid</b>	<b>Account</b>	<b>Account Description</b>	<b>Amount</b>
<b>Increase Estimated Revenue</b>				
21800	2000100000	767220	Fed-Other Operating Grants	42,775.00
<b>Total Increase in Estimated Revenue</b>				<b>42,775.00</b>
<b>Increase Appropriations</b>				
21800	2000100000	510040	Regular Salaries	7,000.00
21800	2000100000	518100	Budgeted Benefits	3,220.00
21800	2000100000	524500	Administrative Support-Direct	2,555.00
21800	2000100000	525440	Professional Services	25,000.00
21800	2000100000	528960	Lodging	1,300.00
21800	2000100000	529000	Miscellaneous Travel Expense	200.00
21800	2000100000	529040	Private Mileage Reimbursement	3,500.00
<b>Total Increase of Appropriations</b>				<b>42,775.00</b>

**EMERGENCY PREPAREDNESS OFFICE**  
**FUNDING FOR HPP EBOLA PREPAREDNESS AND RESPONSE, hereinafter**  
**“Project”**

**Awarded By**  
**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**  
**TO**  
**Riverside County, hereinafter “Awardee”**

**AGREEMENT ALLOCATING FUNDS, NUMBER 15-10584**

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

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

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

The Awardee agrees to use the funds for the purposes and activities described in (1) CDC Funding Opportunity Number CDC-EP-U3R-15-002; and (2) Awardee’s Application, Work Plan, and Budget.

**AWARD AMOUNT:** The maximum amount payable under this Award shall not exceed \$270,000 dollars.

**TERM OF AWARD:** The term of the Award shall begin on July 1, 2015, or upon approval of this Award, and terminate on April 17, 2020. No funds may be requested or invoiced for work performed or costs incurred after April 17, 2020.

**PROJECT REPRESENTATIVES:**

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

<b>California Department of Public Health</b>	<b>Awardee: Riverside County</b>
Name: Susan Fanelli	Name: Ramon Leon
Address: 1615 Capitol Ave. 73.720 MS 0500	Address: 4210 Riverwalk Pkwy Ste. 300
City, ZIP: Sacramento, 95814	City, ZIP: Riverside, CA 92505
Phone: 916-327-0613	Phone: 951-358-7100
Fax: 916-650-6420	Fax: 951-358-7105
E-mail: Susan.Fanelli@cdph.ca.gov	E-mail: RALeon@rivcocha.org

Direct all inquiries to:

<b>California Department of Public Health, Emergency Preparedness Office</b>	<b>Awardee: Riverside County</b>
Attention: Mark Pfeifer	Attention: Mary Valterria
Address: 1615 Capitol Ave. 73.373 MS 7002	Address: 4210 Riverwalk Parkway Ste. 300
City, ZIP: Sacramento, 95814	City, Zip: Riverside, CA 92505
Phone: 916-319-8190	Phone: 951-358-7100
Fax: 916-650-6420	Fax: 951-358-7105
E-mail: mark.pfeifer@cdph.ca.gov	E-mail: MValterr@rivcocha.org

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

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

- Exhibit A HPP EBOLA FUNDS WORK PLAN
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit E HPP Ebola – HCC - Request for Application
- Exhibit F FEDERAL TERMS AND CONDITIONS

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

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

Executed By:

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

\_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

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

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

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L. Victor 12/1/15  
MARSHA L. VICTOR DATE

**Exhibit A**  
**HPP Ebola Funds for Preparedness and Response Activities**  
**Work Plan Template**

**Riverside County**

Healthcare Coalitions (HCCs) are required to submit a work plan outlining plans, planned activities, and expected outcomes related to hospital preparedness functions as described in CDC-FOA number EP-U3R-15-002. Work plans should not duplicate previously funded activities but rather expand upon such activities (e.g. augment scope, prolong duration). The Work Plan consists of the three components as follows:

**1. HCC activities will focus on two strategies:**

Strategy 1: Ensure all coalition partners have access to PPE, trainings, and exercises according to their respective role in the health care system.

Strategy 2: Ensure that EMS and interfacility transport systems and 9-1-1/Public Safety Answering Points are included in Ebola coalition planning.

**2. HCC work plans will incorporate the activities, outputs and timeframes listed in the table below:**

<b>Planned Activities for Outcomes</b>	<b>Timeframe</b>
HCCs in the jurisdictions that support the Regional Disaster Medical and Health Specialists (RDMHSS) will facilitate meetings along with the Regional Disaster Medical Health Coordinator (RDMHC) program across the Operational Areas (OAs) located within each mutual aid region to discuss a regional plan for emergency transport of suspect/confirmed Ebola patients including movement between frontline hospitals, Assessment Centers, and Treatment Centers.	7/1/2015 – 6/30/2016
The HCC or HPP entity, in consultation with the RDMHC program, will hire staff or contract with an entity to support the development of a draft regional transportation plan.	7/1/2015 – 6/30/2016
Draft transportation plan completed	September 2016
Final regional transportation plans completed	December 2016
<b>Outputs</b>	<b>Timeframe</b>
Finalized Regional Ebola Transportation Plans	June 30, 2016
Regional Healthcare Coalition Caches of PPE	June 30, 2016
Healthcare Worker Training Curriculum /Roster of Trained Healthcare Workers by Region	Annually
AAR/IPs from Regional/Operational Area drills and Exercises	Annually

**3. Nine activities are identified in the work plan template. Please use the following guidelines for completing the corresponding template field for each activity.**

- A. Problem statement: Define what the problem or issue your jurisdiction seeks to resolve with HPP funds during the project period. Limitations or “root causes” that have led to the current problem/issue may be included.

**Exhibit A**  
**HPP Ebola Funds for Preparedness and Response Activities**  
**Work Plan Template**

**Riverside County**

- B. Baseline Capacity: Specify the current baseline capacity in this area, such as current percentage of staff who can don/doff PPE per CDC guidelines.
- C. Outcomes: Define the expected outcomes that align to resolving the problem or closing the gaps. The outcomes should define what changes or improvements will occur in the EMS/healthcare systems. Outcomes should link to planned activities, quantify the targeted change, and include an estimated timeline for achieving the change. Awardee can insert as many outcomes as needed.
- D. Planned activities: List the activities Awardee will undertake, including tasks and estimated start and end dates that will lead to the associated outcome and contribute to resolving the identified issue or problems. Awardees can insert as many planned activities as needed.
- E. Proposed outputs: List the proposed outputs that will be produced as a result of the planned activities such as a transportation plan, PPE caches, and completed exercises.



**Exhibit A**  
**HPP Ebola Funds for Preparedness and Response Activities**  
**Work Plan Template**

**Riverside County**

<b>HCC:</b>	Riverside County Emergency Management Department
<b>Submitted By:</b>	Donna Mayer
<b>Contact Phone and Email:</b>	(951) 358-7122 dmayer@rivcocha.org
<b>Date:</b>	July 20, 2015

### Work Plan

**Recipient Activity 1: Conduct inventory of current patient transport capacity and develop regional transportation plan.**

<b>Recipient Activity 1 Problem Statement (Please limit to 500 characters)</b>	
<ol style="list-style-type: none"> <li>Region VI does not have a region-wide coordinated response plan that addresses the transportation of suspected or confirmed Ebola/infectious disease patients. Currently, none of Region VI Medical/Health Plans, or any State of California plans address the process for safe and timely transport of suspected or confirmed Ebola/infectious disease patients from Region VI Operational Areas to designated assessment and treatment centers.</li> <li>The current Region VI Ebola/infectious disease patient transport capability is unknown.</li> </ol>	
<b>Recipient Activity 1 Baseline Capacity (Please limit to 500 characters)</b>	
<ol style="list-style-type: none"> <li>Exclusive Region VI transport providers have been identified to provide transportation services for Region VI suspected or confirmed Ebola/infectious disease patients.</li> </ol>	
<b>Outcomes (Please limit to 500 characters)</b>	
<ol style="list-style-type: none"> <li>Develop and implement a Region VI mutual aid Ebola/infectious disease transportation plan.</li> <li>Establish Region VI mutual aid Ebola/infectious disease transport capability/inventory.</li> </ol>	
<b>Planned Activities for Outcomes (250 character limit each, please add rows as needed)</b>	<b>Estimated Timeframe</b>
<ol style="list-style-type: none"> <li>Meet with Region VI stakeholders including 9-1-1.PSAPs to determine a concept, framework, and standard operating procedures for a Region VI mutual aid Ebola/infectious disease transportation plan.</li> </ol>	Start: January 2016 End: June 2016

**Exhibit A  
HPP Ebola Funds for Preparedness and Response Activities  
Work Plan Template**

**Riverside County**

2. Create and conduct a survey of Region VI Operational Area stakeholders to establish the region's current transportation capability/inventory.	Start: January 2016 End: June 2016
3. Develop and submit a draft Region VI Ebola/infectious disease transportation plan to the MHOACs in Region VI.	Start: January 2016 End: December 2016
4. Finalize the Region VI Ebola/infectious disease transportation plan.	Start: December 2016 End: June 2017
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
1. Region VI will have a regional Ebola/infectious disease transportation plan.	
2. Region VI will have a regional Ebola/infectious disease transport capability inventory.	

**Recipient Activity 2: Conduct inventory of current PPE availability within the HCC's region.**

<b>Recipient Activity 2 Problem Statement (Please limit to 500 characters)</b>	
Region VI current transport provider Ebola/infectious disease PPE inventory and resource needs are unknown.	
<b>Recipient Activity 2 Baseline Capacity (Please limit to 500 characters)</b>	
Region VI current transport provider Ebola/infectious disease PPE inventory and resource needs are unknown.	
<b>Outcomes (Please limit to 500 characters)</b>	
Establish current Region VI transport provider Ebola/infectious disease PPE inventory and identify additional resource needs.	
<b>Planned Activities for Outcomes (250 character limit each, please add rows as needed)</b>	<b>Estimated Timeframe</b>
1. Region VI RDMHS will survey each Operational Area through	Start: January 2016

**Exhibit A**  
**HPP Ebola Funds for Preparedness and Response Activities**  
**Work Plan Template**

**Riverside County**

the MHOAC program. Region VI will identify current transport provider Ebola/infectious disease PPE availability and create a collective inventory.	End: June 2016
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
1. Region VI will have a region-wide inventory for Ebola/infectious disease PPE.	

**Recipient Activity 3: Purchase PPE or support facility purchase and stockpile using vendor-managed inventories and mutual aid agreements at the coalition, community, or regional level possible. Rapidly distribute or re-distribute PPE to a facility within the coalition as needed.**

<b>Recipient Activity 3 Problem Statement (Please limit to 500 characters)</b>
<ol style="list-style-type: none"> <li>1. Region VI has limited resources to quickly and safely transport confirmed Ebola/infectious disease patients. The need to move patients to a treatment hospital is a necessity.</li> <li>2. Shortages of proper Ebola/infectious disease PPE will adversely limit the capacity to safely care for, treat and transport Region VI infectious disease patients.</li> </ol>
<b>Recipient Activity 3 Baseline Capacity (Please limit to 500 characters)</b>
Current Region VI transport provider Ebola/infectious disease PPE inventory and resource needs are unknown.
<b>Outcomes (Please limit to 500 characters)</b>
<ol style="list-style-type: none"> <li>1. Region VI will survey each Operational Area through the MHOAC program. Region VI will identify current Ebola/infectious disease PPE availability and create a collective inventory list.</li> <li>2. Region VI will procure isolation systems to transport Ebola/infectious disease patients to treatment hospitals. The purchased isolation systems will be distributed throughout the region and used as a mutual aid resource. All end users will be trained.</li> <li>3. Region VI will procure respirators to use in the safe transport of Ebola/infectious disease patients. The purchased respirators will be used in conjunction with the isolation systems.</li> </ol>
<b>Planned Activities for Outcomes (250-character limit each; please</b>
<b>Estimated</b>

**Exhibit A  
HPP Ebola Funds for Preparedness and Response Activities  
Work Plan Template**

**Riverside County**

<b>add rows as needed)</b>	<b>Timeframe</b>
1. Procure isolation systems to transport Ebola/infectious disease patients.	Start: June 2016 End: June 2017
2. Procure respirators to use in the safe transport of Ebola/infectious disease patients. The purchased respirators will be used in conjunction with the isolation systems.	Start: June 2016 End: June 2017
3. Train all end users on equipment capabilities and safety.	Start: June 2017 End: June 2018
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
1. Region VI will have isolation systems and appropriate PPE to transport infectious disease patients to treatment hospitals.  2. All end users of the isolation systems and PPE will be trained on equipment capabilities and safety.	

**Recipient Activity 4: Ensure the competency of healthcare workers to identify, assess, and treat suspected or confirmed patients with Ebola through annual training.**

<b>Recipient Activity 4 Problem Statement (Please limit to 500 characters)</b>
<p>Region VI has not developed a region-wide competency and compliance program for transport healthcare workers trained to identify, treat suspect or confirmed patients with Ebola/infectious patients.</p>
<b>Recipient Activity 4 Baseline Capacity (Please limit to 500 characters)</b>
<p>Each Region VI LEMSA has established and implemented independent infection control and patient care policies based on CDC guidelines.</p>
<b>Outcomes (Please limit to 500 characters)</b>
1. Region VI will work with each LEMSA/MHOAC to recommend the development of an Operational Area EMS policy dedicated to annual training, competency and compliance of Ebola/infectious disease patient transport guidelines.

**Exhibit A  
HPP Ebola Funds for Preparedness and Response Activities  
Work Plan Template**

**Riverside County**

<b>Planned Activities for Outcomes (250-character limit each; please add rows as needed)</b>	<b>Estimated Timeframe</b>
1. Meet with Region VI LEMSA/MHOACs to ensure a standard competency and compliance policy is included in the EMS manual.	Start: June 2017 End: June 2018
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
1. All Region VI LEMSA EMS manuals will include an Ebola/infectious disease competency and compliance policy.	

**Recipient Activity 5: Conduct annual coalition level exercises with frontline facilities and EMS. (First year exercises will be Ebola-specific and will not satisfy annual HPP/PHEP exercise requirements).**

<b>Recipient Activity 5 Problem Statement (Please limit to 500 characters)</b>
Region VI does not have a regional Ebola/infectious disease exercise program.
<b>Recipient Activity 5 Baseline Capacity (Please limit to 500 characters)</b>
Each Operational Area develops and implements a multi-year training and exercise program and participates in the Statewide Medical and Health Exercise Program.
<b>Outcomes (Please limit to 500 characters)</b>
<ol style="list-style-type: none"> <li>1. Develop and implement a Region VI mutual aid infectious disease patient transportation plan exercise program, consisting of the following components:             <ol style="list-style-type: none"> <li>a. Workshops – Develop and conduct workshops to aid in the development of the Region VI mutual aid Infectious disease patient transportation plan.                 <ol style="list-style-type: none"> <li>i. Two workshops will be conducted for region-wide transportation plan stakeholders.</li> <li>ii. Complete an After Action Summary Report.</li> </ol> </li> <li>b. Tabletop (TTX) – Develop a Situation Manual (SitMan) and presentation to evaluate</li> </ol> </li> </ol>

**Exhibit A  
HPP Ebola Funds for Preparedness and Response Activities  
Work Plan Template**

**Riverside County**

- the Region VI mutual aid Infectious disease patient transportation plan.
- i. Two Region VI TTXs will be conducted with the RDMHC, RDMHS, LEMSAs, MHOACs, HPP/PHEP Coordinators, 9-1-1/PSAPs and other identified stakeholders to evaluate the plan and identify gaps.
  - ii. Each Operational Area LEMSA and/or MHOAC will conduct their own TTX with local Healthcare Coalition members, as needed.
  - iii. Complete an After Action Report and Improvement Plan (AAR/IP).
- c. Seminars – Develop and conduct seminars to provide participants an orientation of the Region VI mutual aid Infectious disease patient transportation plan.
- i. Two Region VI seminars will be conducted for the RDMHC, RDMHS, LEMSAs, MHOACs, HPP/PHEP Coordinators, 9-1-1/PSAPs and other identified stakeholders.
  - ii. Each Operational Area LEMSA and/or MHOAC will present the plan seminars to their local Healthcare Coalition members, as needed.
  - iii. Complete an After Action Summary Report.
- d. Functional Exercise (FE) – Develop a Region VI mutual aid Infectious disease patient transportation plan exercise to include an Exercise Plan (ExPlan), Controller and Evaluator Binder, Exercise Evaluation Guides (EEGs), scenario and Master Scenario Events List (MSEL).
- i. One Region VI wide exercise will be conducted to evaluate and validate coordination, information sharing, command, and control based on the Region VI mutual aid Infectious disease patient transportation plan.
  - ii. The exercise materials will be available for each Operational Area LEMSA and/or MHOAC to conduct their own FE with local Healthcare Coalition members.
  - iii. Complete an After Action Report and Improvement Plan (AAR/IP).

<b>Planned Activities for Outcomes (250-character limit each; please add rows as needed)</b>	<b>Estimated Timeframe</b>
1. Develop and conduct two Region VI workshops	Start: June 2016 End: December 2017
2. Develop and conduct one Region VI tabletop exercise	Start: June 2016 End: December 2017
3. Develop and conduct two Region VI seminars	Start: January 2018 End: June 2018
4. Develop and conduct one Region VI tabletop exercise	Start: June 2018 End: June 2019
5. Develop and conduct one Region VI functional exercise	Start: June 2019 End: April 2020
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
1. Conduct annual Region VI mutual aid infectious disease transportation plan exercises	

**Exhibit A  
HPP Ebola Funds for Preparedness and Response Activities  
Work Plan Template**

**Riverside County**

2. Develop After Action Summary Reports for all workshops and seminars. Develop After Action Reports and Improvement Plans (AAR/IP) for all tabletops and operations-based exercises.

**Recipient Activity 6: Conduct just-in-time training and assist coalition partners to assure that Ebola treatment centers and assessment hospitals are able to accept a patient within 72 hours of the region’s hospital accepting a confirmed case. Include coordination with EMS and interfacility transport agencies.**

<b>Recipient Activity 6 Problem Statement (Please limit to 500 characters)</b>	
Each Region VI MHOAC or LEMSA has developed and implemented specific training for healthcare workers. This training includes identifying, treating suspect or confirmed patients with Ebola/infectious. No Region VI MHOAC or LEMSA oversight is needed at this time.	
<b>Recipient Activity 6 Baseline Capacity (Please limit to 500 characters)</b>	
N/A	
<b>Outcomes (Please limit to 500 characters)</b>	
N/A	
<b>Planned Activities for Outcomes (250-character limit each; please add rows as needed)</b>	<b>Estimated Timeframe</b>
N/A	Start: N/A End: N/A
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
N/A	

**Recipient Activity 7: Provide funding, as necessary, to EMS agencies for Ebola preparedness activities, such as PPE, training, and exercises.**

<b>Recipient Activity 7 Problem Statement (Please limit to 500 characters)</b>	
This activity has been addressed in Recipient Activity 3 and 5	
<b>Recipient Activity 7 Baseline Capacity (Please limit to 500 characters)</b>	
This activity has been addressed in Recipient Activity 3 and 5	
<b>Outcomes (Please limit to 500 characters)</b>	
This activity has been addressed in Recipient Activity 3 and 5	
<b>Planned Activities for Outcomes (250-character limit each, please add rows as needed)</b>	<b>Estimated Timeframe</b>

**Exhibit A**  
**HPP Ebola Funds for Preparedness and Response Activities**  
**Work Plan Template**

**Riverside County**

This activity has been addressed in Recipient Activity 3 and 5	Start: N/A End: N/A
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
This activity has been addressed in Recipient Activity 3 and 5	

**Recipient Activity 8: Ensure that medical waste generated through the care of Ebola patients for EMS is safely managed through their own plans, a hospital's plan, or a separate coalition plan.**

<b>Recipient Activity 8 Problem Statement (Please limit to 500 characters)</b>	
N/A	
<b>Recipient Activity 8 Baseline Capacity (Please limit to 500 characters)</b>	
All hospital and pre-hospital care providers generate medical waste and are already required to comply with existing laws and regulations, e.g., Medical Waste Management Act (CH&SC §117600-118360). No Region VI MHOAC or LEMSA oversight is needed at this time.	
<b>Outcomes (Please limit to 500 characters)</b>	
N/A	
<b>Planned Activities for Outcomes (250-character limit each; please add rows as needed)</b>	<b>Estimated Timeframe</b>
N/A	Start: N/A End: N/A
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
N/A	

**Recipient Activity 9: Maintain engagement with CDPH HAI program for the purpose of identifying how a regional emergency preparedness structure could support improved infection control for coalition members.**

<b>Recipient Activity 9 Problem Statement (Please limit to 500 characters)</b>	
N/A	
<b>Recipient Activity 9 Baseline Capacity (Please limit to 500 characters)</b>	
CDPH EPO will facilitate and coordinate with Region VI and the HAI program as information is released related to the treatment and assessment hospitals.	
<b>Outcomes (Please limit to 500 characters)</b>	
N/A	
<b>Planned Activities for Outcomes (250-character limit each; please add rows as needed)</b>	<b>Estimated Timeframe</b>



**Exhibit A  
HPP Ebola Funds for Preparedness and Response Activities  
Work Plan Template**

**Riverside County**

N/A	Start: N/A End: N/A
<b>Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)</b>	
N/A	

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

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

[ebolafunds@cdph.ca.gov](mailto:ebolafunds@cdph.ca.gov)

In the subject line, please identify "HPP Ebola Invoice" and your healthcare coalition name.

B. Invoices shall:

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

**2. Budget Contingency Clause**

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

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

**3. Prompt Payment Clause**

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

**4. Amounts Payable**

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

- 1) \$270,000 for the federal budget period of 07/01/15 through 04/17/20.

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

**5. Timely Submission of Final Invoice**

**Exhibit B**  
Budget Detail and Payment Provisions

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

**6. Travel and Per Diem Reimbursement**

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

## Exhibit C

### STANDARD AWARD CONDITIONS

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

## Exhibit C

### STANDARD AWARD CONDITIONS

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

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

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

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

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

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

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

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

## Exhibit C

### STANDARD AWARD CONDITIONS

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

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

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

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

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

**|Exhibit C**

**STANDARD AWARD CONDITIONS |**

for the purposes of this Award, if applicable.

## Exhibit D

### Additional Provisions

#### 1. Additional Incorporated Documents

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

1. *Request for Application (RFA) 15-10554.*
2. *Hospital Preparedness Program (HPP) Ebola Agreement (CDC-EP-U3R-15-002).*

#### 2. Cancellation / Termination

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



## Exhibit D

### Additional Provisions

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

### 3. Avoidance of Conflicts of Interest by Awardee

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

**Exhibit D**

**Additional Provisions**

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

**Federal Terms and Conditions**

*(For federally funded Grant agreements)*

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

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

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

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

**Index of Special Terms and Conditions**

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

## 1. Federal Funds

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

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

## 2. Federal Equal Opportunity Requirements

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

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

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

### 3. Debarment and Suspension Certification

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

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

#### 4. Covenant Against Contingent Fees

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

#### 5. Air or Water Pollution Requirements

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

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

#### 6. Lobbying Restrictions and Disclosure Certification

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

##### a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Printed Name of Person Signing for Grantee

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

California Department of Public Health  
Emergency Preparedness Office  
P.O. Box 997377, MS 7002  
Sacramento, CA 95899

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

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L. Victor 12/1/15  
MARSHA L. VICTOR Page 6 of 8





## 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.

**ATTACHMENT F**

**Hospital Preparedness Program Funding for Ebola Preparedness and Response  
NON-SUPPLANTATION CERTIFICATION FORM**

<b>Name of Healthcare Coalition:</b> County of Riverside
----------------------------------------------------------

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

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

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

Signature:
Printed Name: Marion Ashley
Title: Board of Supervisors
Phone:
Date:

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

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

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L Victor 12/1/15  
MARSHA L VICTOR DATE

**ATTACHMENT F**

**Hospital Preparedness Program Funding for Ebola Preparedness and Response  
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**Chairperson, Board of Supervisors, Mayor of a City or designee:**

Signature:
Printed Name: Marion Ashley
Title: Board of Supervisors
Phone:
Date:

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

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

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 12/11/15  
MARSHA L. VICTOR DATE

## LETTER OF ACCEPTANCE

I, \_\_\_\_\_ an appointed officer of the Riverside County Emergency Management Department am duly authorized by the Riverside County Board of Supervisors to accept these federal HPP funds to build and sustain operational readiness as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability for responding to Ebola virus disease (EVD).

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

By: \_\_\_\_\_  
**Name and Title of Official**

Riverside County Emergency Management Department  
**HCC Name**

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L. Victor 12/1/15  
MARSHA L. VICTOR DATE

ATTACHMENT H

CCC-307

**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.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> Marion Ashley, Chairman of the Board of Supervisors		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> Riverside	

FORM APPROVED COUNTY COUNSEL  
 BY: *Marsha L. Victor* 12/11/15  
 MARSHA L. VICTOR  
 DAT

**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 8103) (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

## ATTACHMENT H

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 lesser 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](http://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,

## ATTACHMENT H

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **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



## ATTACHMENT H

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.