

Healthcare Associated Infections Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

**County of Yolo Health and Human Services Agency, Public Health Branch, hereinafter
“Grantee”**

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

GRANT AGREEMENT NUMBER 22-11257

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 \$427,605.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on May 1, 2023, or upon approval 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: County of Yolo Health and Human Services Agency, Public Health Branch
Name: Erin Epon, Medical Director and Chief, Healthcare Associated Infections Program	Name: Brian Vaughn, Public Health Branch Director
Address: 850 Marina Bay Parkway, Bldg E	Address: 137 North Cottonwood

City, ZIP: Richmond, CA 94804	City, ZIP: Woodland, CA 95695
Phone: 510-422-6060	Phone: 530-666-8771
Email: HAIProgram@cdph.ca.gov	E-mail: brian.vaughn@yolocounty.org

Direct all inquiries to the following representatives:

California Department of Public Health, Healthcare Associated Infections Program	Grantee: County of Yolo Health and Human Services Agency, Public Health Branch
Attention: Lanette Corona, HAI Operations and Communications Lead	Attention: Betsie Cialino, Infectious Disease Control Manager
Address 850 Marina Bay Parkway, Bldg E	Address: 137 North Cottonwood
City, Zip Richmond, CA 94804	City, Zip: Woodland, CA 95695
510 422 6060	Phone: 530-902-6527
HAIProgram@cdph.ca.gov	E-mail: betsie.cialino@yolocounty.org and HHSAContracts@yolocounty.org

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

Remittance Address
Grantee: County of Yolo Health and Human Services Agency, Public Health Branch
Attention "Cashier":
Address: PO Box 1268
City, Zip: Woodland, CA 96776
Phone: (530) 666-8530
E-mail: Marcie.azevado@yolocounty.org

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)

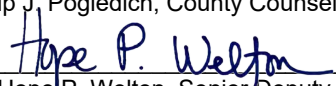
GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, 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 _____

Oscar E. Villegas, Chair
Board of Supervisors
County of Yolo Health and
Human Services Agency
137 N. Cottonwood
Woodland, CA 95695

Approved as to Form:
Philip J. Pogledich, County Counsel
By: 
Hope P. Welton, Senior Deputy

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

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, nursing homes, and other 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 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 locations 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>
1.1	Develop and implement plan to expand capacity to provide infection prevention support to facilities during outbreaks	Ada Barros, Outbreaks Lead	Written plan	August 2023
1.2	Train three Outbreak Investigators in COVID infection prevention through online trainings and in-house training provided by Public Health Nurse	Ada Barros, Outbreaks Lead, Xee Moua PHN	Training curriculum Attendees' logs	September 2023
1.3	Provide IP support, virtual and in-person as needed, to all facilities experiencing COVID-19, influenza, and other communicable disease outbreaks	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators, Xee Moua PHN, Justin Olvera Administrative Services Analyst	Calendar of visits Summary of recommendations Outbreak report	May 2024
1.4	Collaborate with LTCFs to update or develop, and implement their plans to improve facility infection prevention practices and capacity	Ada Barros, Outbreaks Lead	Written plan	November 2023
1.5	Identify facilities with above average infectious disease outbreaks/case numbers by reviewing local data	TBD, Administrative Services Analyst	Priority facility list	August 2023
1.6	Provide pre-emptive infection prevention assessments to identified high-risk facilities using the CDC's Infection Control Assessment and Response (ICAR) tool	Ada Barros, Outbreaks Lead, Xee Moua PHN	Assessment tool Summary of recommendations	May 2024
1.7	Update and enhance policy and procedure tools for outbreak investigations for pathogens most common in Yolo LTCFs: COVID, influenza, scabies, and CRAB	Ada Barros, Outbreaks Lead, Justin Olvera Administrative Services Analyst	Adopted P/P	December 2023
1.8	Develop a simple training for onboarding new staff to routine policies and procedures for identifying, investigating, and escalating outbreaks in LTCFs	Ada Barros, Outbreaks Lead	Training materials	December 2023

1.9	[Add process or outcome measure(s) or how you will evaluate impact] Output measure 1: Three staff trained on infection prevention Measure 1.a: All facilities experiencing outbreaks that request IP support receiving support from trained staff	TBD, Administrative Services Analyst	Staff training logs, Outbreak Exposure Events in CalCONNECT	May 2024
1.10	Output measure 2: Facilities at highest risk of outbreaks identified Measure 2.a: Pre-emptive on-site assessments completed with at least 10 facilities	TBD, Administrative Services Analyst	Site assessments List of LTCFs	May 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>
3.1	Develop plan 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.	Kellymarie Chen, Primary Prevention Lead	Written plan	August 2023
3.2	Provide train-the trainer to facility leadership and health staff on proper use of point of care antigen test kits at 10 or more facilities, which will include anterior nasal specimen collection, how to conduct the test, how to read results, how to set up on-site staff and visitor testing, when to send a confirmatory PCR test, and how to use and interpret antigen tests during response testing	TBD, Outreach Specialist II Primary Prevention	List of facilities and leaders trained Training materials	May 2024
3.3	Review local training logs that track which facilities have received point-of-care test training in the past three years [clarify] to identify facilities in need of refresher training	TBD, Outreach Specialist II Primary Prevention	Training logs	August 2023
3.4	Provide facilities with antigen test kits for first round of response-driven testing when facility supply is insufficient	TBD, Outreach Specialist II Primary Prevention	Test kit distribution logs	Ongoing – May 2024
3.5	Develop and track process measure to assess that facilities are equipped to properly use point of care tests to detect pathogens	TBD, Administrative Services Analyst, Robert Herrick	Process measure developed Tracking tool developed	August 2023

		PH Epidemiologist		
3.6	Develop and track process measure to assess that facilities are able to rapidly test residents when infection is suspected	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Process measure developed Tracking tool developed	August 2023
3.7	Develop and track process measure to assess that all facilities have adequate units of free test kits to support testing of symptomatic and exposed residents	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Process measure developed Tracking tool developed	August 2023

Technology, Staffing, Supplies to Support Vaccination

Strategy 4: Staff 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)

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	Staff and support a COVID-19 and influenza vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities, as long as state-supplied vaccine doses are available	Oscar Velasco Vaccine Lead	Org chart	Ongoing - May 2024
4.2	Identify facilities with lowest vaccination coverage by reviewing resident lists and comparing to state vaccine registries	Robert Herrick PH Epidemiologist	List of vaccination coverage by facility	October 2023
4.3	Hold on-site COVID-19 and influenza (as available) clinics at 5 or more facilities with lowest vaccination rates, as long as state-supplied vaccine doses are available	Oscar Velasco Vaccine Lead	MyTurn reports, local Vaccine Clinic tracker	Ongoing – May 2024
4.4	Develop and track process measure to assess LTCF baseline and post-intervention vaccination rates, with goal of 20% increase	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Process measure developed, post-assessment	August 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	Support facility staff to create and maintain facility plans for accessing vaccine resources by providing example plans, reviewing and providing feedback on plans as requested by facilities	Oscar Velasco Vaccine Lead	Summary of vaccine access plan feedback	May 2024
5.2	Develop and track outcome measure to assess the number of LTCFs with a facility plan for accessing vaccine resources	Oscar Velasco Vaccine Lead, TBD Outreach Specialist	List of facilities with plans	August 2023

Strategy 6: Support LTCFs 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	Develop a plan to support long-term care facilities to enroll in and use the California Immunization Registry (CAIR)	Oscar Velasco Vaccine Lead	Plan completed	September 2023
6.2	Identify facilities currently not enrolled in CAIR by reviewing CAIR	TBD, Administrative Services Analyst	List of facilities not enrolled in CAIR	September 2023
6.3	Create CAIR training tailored for Yolo facilities	Oscar Velasco Vaccine Lead, Patricia Guzman Outreach Specialist II Vaccines	Training materials	November 2023
6.4	Provide in-person or virtual training to facility staff in 10 or more LTCFs	Patricia Guzman Outreach Specialist II Vaccines	Training schedule Attendee list	May 2024
6.5	Track number of facilities enrolled in CAIR pre- and post-training	TBD Outreach Specialist II	List of facilities not enrolled in CAIR before and after intervention	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	Develop and implement plan to retain capacity for respiratory protection fit testing training and train facility leadership and staff.	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators	Plan completed	May 2024
12.2	Provide train-the-trainer fit test training or refresher training to leadership in 18 facilities in HPI Q1 and Q2 quartiles	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators	Training material Leader attendees' logs	May 2024
12.3	Survey LTCFs in Yolo County to identify facilities in need of fit-test training or refresher training	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators	Survey completed	December 2023
12.4	Review current locally-developed fit test training curriculum and make updates as needed	Xee Moua PHN	Training curriculum	December 2023
12.5	Train 3 or more Public Health staff to conduct train-the-trainer	Xee Moua PHN	Staff training logs	December 2023
12.6	Develop and implement a tool to assess the effectiveness of fit test train-the-trainer on proper N95 mask fit among facility staff	Ada Barros Program Coordinator	Assessment tool	May 2024
12.7	Track impact of these activities by measuring 2022 versus 2023 incidences of respiratory outbreaks in Yolo LTCFs	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Analysis	May 2024

Attachment A
Applicant Information
20-10924

California Nursing Home and Long-Term Care
Infrastructure and Preparedness
Project | 2022-2024

Name of Organization:	Yolo County Health and Human Services, Public Health Branch
Contact Person (Name and Title):	Betsie Cialino, Infectious Disease Control Manager
Topic Area:	Infection Prevention and Control Training, Assessment, and Support; Testing to Detect Pathogens and Guide IP and Control Activities; Technology, Staffing and Supplies to Support Vaccination, Ventilation and Respiratory Protection and Healthcare Personnel Safety
Amount Requested:	\$427,605
Mailing Address, City, State, Zip	137 North Cottonwood, Woodland, CA 95695
Phone Number:	530-902-6527
Tax ID Number:	94-6000548
E-mail Address:	betsie.cialino@yolocounty.org
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:	Health and Human Services Agency Mission: Promote a healthy, safe, and economically stable community.

Attachment B Application Narrative – Yolo County

Problem and Needs

Residents of long-term care facilities continue to be at highest risk of severe disease and death due to COVID-19. In Yolo County, our data show that residents of long-term care facilities (LTCFs), including skilled nursing facilities (SNFs), were 2.6 times more likely to be infected with COVID, 4.0 times more likely to be reinfected, 1.2 times more likely to be hospitalized due to COVID, and 3.1 times more likely to die from COVID than community residents, after adjusting for age, sex, race/ethnicity, city of residence, vaccination status, and comorbidities. 31% (136/437) of COVID-associated deaths in Yolo County to date were among residents of an LTCF. Of the 44 LTCFs in Yolo, 43% (18) are in Healthy Places Index (HPI) Quartile 1 or 2 census tracts, including 67% of SNFs (4/6), 43% of immediate care facility campuses (3/7), and the only congregate living health facility. Of assisted living facilities 35% are in HPI Q1 or Q2 tracts (7/20) and 40% of adult residential facilities (4/10). Our data also indicate that 65% (24/37) of COVID-19 outbreaks in 2022 occurred in Q1 and Q2 facilities, demonstrating that LTCFs in lower HPI census tracts are disproportionately impacted by COVID-19 outbreaks.

The risk of severe illness and death due to COVID-19 are higher among persons not up-to-date with COVID-19 vaccination. According to our most recent local data, 91% of LTCF residents are not up-to-date with vaccination. Additionally, we track the number of positive LTCF residents receiving COVID-19 therapeutics as part of our outbreak investigations and have found that only 23% of positive residents are receiving therapeutics.

Current funding limitations and staff capacity limit Yolo County Health and Human Services Agency's Public Health Branch (YCPH) work with LTCF to reactive outbreak response, rather than proactive collaboration with LTCFs on outbreak prevention. In addition, many facilities do not have the ability to verify vaccination status for their residents and are not enrolled in California Immunization Registry (CAIR). Facilities also struggle to compile and provide relevant case information, such as demographic information and previous medical history, to YCPH during outbreaks, often due to high staff turnover.

With COVID-19 continuing to threaten the health and well-being of high-risk LTCF residents, and current fund sources on track to be spent by mid-2023, additional funding would enable YCPH to retain and expand its capacity to prevent and control outbreaks of COVID-19 and other infectious diseases among this vulnerable population.

Target Audience and Geographic Area

There are 38 LTCFs in Yolo County, including 6 SNFs, 20 assisted living facilities, 10 adult residential facilities, 1 congregate living health facility, and 1 intermediate care facility with seven separate campuses. These facilities range in bed capacity from 6 to 174 residents, with a total of 2,163 LTCF residents countywide. Geographically, facilities tend to be in cities and towns. As described above, 43% of LTCFs are located in HPI Q1 or Q2 census tracts. YCPH will focus its activities on LTCFs in these census tracts, facilities with the lowest vaccination rates,

and facilities with above average occurrence of outbreaks.

Description of Specific Activities, Collaborations, and Outcomes

If awarded, YCPH will:

Retain and expand internal infection prevention (IP) and control capacity so that YCPH can provide facilities with IP education, training, and support. YCPH will continue its current efforts to provide IP support as part of outbreak investigations, particularly large, rapidly growing, and persistent outbreaks, and educating LTCFs on COVID therapeutics to reduce mortality. YCPH will expand into the area of preventing future outbreaks by analyzing outbreak trends and training current Outbreak Investigators in infection prevention basics so they can proactively engage the four SNFs in HPI Q1 and Q2 tracts, and at least six facilities with above average numbers of outbreaks in IP training and conduct on-site IP program assessments during non-outbreak periods.

In addition to continuing to foster trusting working relationships with key staff at LTCFs, YCPH proposes to solidify policies and procedures by developing a simple onboarding for new internal and facility staff, to institutionalize partnerships and ensure that the infrastructure built through COVID is sustained.

Retain COVID-19 and influenza A/B test kit training for LTCF staff using a train-the-trainer approach, along with fulfillment of test kit requests for routine and response-driven testing. YCPH will continue to provide initial and refresher training to facilities using a train-the-trainer model, including how to collect anterior nasal specimens, how to properly use various test kits, and how to read results. YCPH will continue to maintain training logs to track which facilities and which staff have received training. Testing support to facilities will continue to include: guidance on how to set up onsite testing for staff and visitors, verification of facility testing plans, reporting support, and support to safely conduct response testing. The same team will continue to fulfill resource requests for COVID and COVID/flu combination test kits.

Retain and expand COVID-19 vaccination support to LTCFs. YCPH will continue to hold on-site clinics and as well as assist facilities to partner with retail pharmacies to conduct on-site clinics as appropriate and available.

Expand the vaccine team's scope to include supporting facility staff to create and maintain their facility's plans for accessing vaccine resources, including COVID-19 and influenza vaccines.

Expand the vaccine team's scope to train LTCF staff to enroll in and use CAIR. This will enable YCPH and individual facility staff to better track vaccine rates at facilities, and therefore more accurately identify facilities that would benefit from vaccine education and on-site vaccine clinics, and to identify individual residents needing vaccination.

Retain capacity for respiratory protection fit test training to facility leadership and staff so that they can in turn fit test facility staff.

Outcomes Evaluation

YCPH will also retain capacity to generate a monthly data report of all COVID-19 outbreaks in LTCFs. This report is used to routinely monitor progress towards our goal of reducing COVID-19 deaths and severe illness among facility residents, as well as track progress towards increasing vaccination rates, the proportion of eligible residents who receive COVID treatment, and monitor any changes in the frequency and size of outbreaks. We will combine our data report review with a monthly workplan review and incorporate output monitoring (measures described in the accompanying Workplan). The anticipated impact of these activities are: fewer LTCF residents hospitalized and fewer deaths due to COVID, as a result of improved infection prevention measures, sustained testing capacity, higher vaccination rates, and better respiratory protection among staff.

Organizational Capacity

YCPH has heavily invested COVID-19 emergency response funding into building teams capable of tracking, responding to, and preventing outbreaks in congregate settings. In 2021, YCPH established an LTCF Outbreak Team dedicated to investigating outbreaks in LTCFs and other congregate settings. This team supports facilities to report and track outbreaks, links facilities to infection prevention support, provides education and training to facility staff, and facilitates communication with the County Health Officer. The team is supported by the YCPH Epidemiology and Data Unit (EDU), which generates a monthly internal report of COVID-19 outbreaks in Yolo County LTCFs and ensures data consistency and quality. The LTCF Outbreak Team, EDU and the Health Officer meet weekly to identify trends, highlight potential issues at individual facilities, and inform where technical assistance is needed.

The LTCF Outbreak Team began cross-training to investigate outbreaks of other infectious diseases (e.g., influenza, RSV, scabies, CRAB) in December 2022. A Public Health Nurse with 5.5 years of experience in Infection Prevention and who will be pursuing a Certification in Infection Control in 2023 provides technical support. These staff have built trusting relationships with facility leadership, Infection Preventionists, and other key points of contact at LTCFs.

YCPH has also retained a COVID-19 testing program in coordination with the Yolo County Medical/Health Operational Area Coordinator (MHOAC) to provide antigen test kits and COVID + influenza A/B tests to facilities. Staff on this team provide training to facility staff on how to properly conduct tests, read, and report results, and fill resources requests for test kits and PPE.

YCPH's COVID-19 Vaccine team prioritizes vaccinating residents of SNFs and long-term care facilities, both through redistribution of vaccines and by directly providing vaccine clinics. Lastly, YCPH's routine Immunization team and the EDU are well-versed in using CAIR. These teams will identify facilities not enrolled in CAIR and develop a CAIR training for Vaccine staff to deliver to facilities.

Amount of Request

Yolo County is requesting \$427,605

**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 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)

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 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 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.

Yolo County - Attachment C Workplan

Strategy 1	Infection Prevention and Control Training, Assessment and Support
Description:	Expand internal infection prevention capacity to provide infection prevention education, training, and support to skilled nursing and other long-term care facilities in Yolo County

Known Gaps:	Funding for current efforts will be depleted by mid 2023, current infection prevention capacity is limited to response rather than preparation and planning
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Classify Activity:	Retain + Expand
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Outcomes:	<ol style="list-style-type: none"> 1 Retain ability to control and slow the spread of COVID-19 and other infectious diseases during outbreaks through enhanced outbreak investigation 2 Expand ability to prevent future outbreaks by improving infection prevention during non-outbreak periods
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Activities		Estimated Start Date	Estimated Completion
1.1.	Expand capacity to provide infection prevention support to facilities during outbreaks	Q1	Q4
1.1.a.	Train Outbreak Investigators in infection prevention	Q1	Q1
1.1.b.	Provide IP support to all facilities experiencing outbreaks	Q2	Q4
1.2.	Improve facility infection prevention practices and capacity	Q1	Q4
1.2.a.	Identify facilities with above average outbreaks/case numbers	Q1	Q1
1.2.b.	Provide pre-emptive infection prevention assessments to high-risk facilities	Q2	Q2
1.3.	Update and enhance policy and procedure tools for outbreak investigations	Q2	Q2
1.3.a	Develop a simple training for onboarding new staff to routine policies and procedures	Q2	Q2

Outputs from the planned activities	
1.	Three YCPH staff trained on infection prevention
1.a.	All facility-based outbreaks provided IP support
2.	Facilities at highest risk of outbreaks identified
2.a	Pre-emptive, on-site IP assessments provided to at least 10 facilities

Strategy 2	Testing to Detect Pathogens and Guide Infection Prevention and Control Activities
Description:	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.

Known Gaps:	Current capacity to support testing in facilities is set to expire in 2024
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Classify Activity:	Retain
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Outcomes:	<ol style="list-style-type: none"> 1 Facilities are equipped to properly use point of care tests to detect pathogens 2 Facilities are able to rapidly test residents when infection is suspected
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Activities		Estimated Start Date	Estimated Completion
2.1.	Provide training of trainers to facility leadership and health staff on proper use of point of care antigen test kits	Q1	Q4
2.1.a.	Review training logs to identify facilities in need of refresher training	Q1	Q4
2.1.b	Conduct training of trainers on test kit use	Q1	Q4
2.2.	Provide facilities with test kits for response-driven testing	Q1	Q4

Outputs from the planned activities	
1.	Facility leadership trained on how to train staff on test kit use (at least 10 facilities)
2.	All facilities have adequate units of free test kits to support testing of symptomatic and exposed residents

Strategy 3	Technology, Staffing, Supplies to Support Vaccination
Description:	Staffing and support for COVID-19 vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities.

Known Gaps:	Current vaccination staffing set to expire in 2024, little capacity to train facilities on use of CAIR
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Classify Activity:	Retain + Expand
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Outcomes:	<ol style="list-style-type: none"> 1 LTCF resident vaccination rates increase by 20% (overall average across facilities) 2 The number of facilities entering vaccine data into CAIR increases by 20%
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Activities		Estimated Start Date	Estimated Completion
3.1.	Hold on-site COVID-19 vaccine clinics	Q1	Q4
1.a	Identify facilities with lowest vaccination coverage	Q1	Q1
1.b.	Hold on-site COVID-19 and influenza (as available) clinics	Q1	Q4
3.2.	Support facility staff to create and maintain facility plans for accessing vaccine resources	Q1	Q4
3.3.	Support long-term care facilities to enroll in and use the California Immunization Registry (CAIR)	Q2	Q4
3.3.a.	Identify facilities currently not enrolled in CAIR	Q2	Q2
3.3.b.	Create CAIR training tailored for Yolo facilities	Q2	Q2
3.3.c.	Provide in-person or virtual training to facility staff	Q2	Q4

Outputs from the planned activities	
1.	<i>Vaccine clinics held at facilities with lowest vaccination rates (at least 5)</i>
2.	<i>Plans for accessing vaccine of the 10 facilities with lowest vaccination rates reviewed and</i>
3.	<i>Facilities enrolled in and trained to use CAIR (at least 10)</i>

Strategy 4	Ventilation and Respiratory Protection and Healthcare Personnel Safety
Description:	Retain capacity for respiratory protection fit testing training and train facility leadership and staff.

Known Gaps:	Current activities set to expire in 2024
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Classify Activity:	Retain
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Outcomes:	1 Limit the spread of respiratory illness within facilities, particularly from residents to staff
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Activities		Estimated Start Date	Estimated Completion
4.1	Provide train-the-trainer fit test training or refresher training to facility leadership for 18 facilities in HPI Q1 and Q2 quartiles	Q1	Q4
4.1.a	Identify facilities in need of fit-test training or refresher training	Q1	Q1
4.1.b.	Review current fit test training curriculum and make updates as needed	Q1	Q1
4.1.c.	Train 3 Public Health staff to conduct train-the-trainer	Q1	Q1
4.1.d.	Conduct fit test train-the-trainer fit test training to facility staff	Q2	Q4

Outputs from the planned activities	
1.	<i>Three additional Public Health staff trained to conduct train-the-trainer fit test training</i>
2.	<i>Facilities trained to conduct fit test training (at least 18)</i>

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
 YOLO COUNTY California Nursing Home and Long-Term Care Facility Infrastructure and Preparedness
 May 1, 2023 - May 10, 2024
 YEAR 1 PROJECTED EXPENDITURES

PERSONAL SERVICES:						
Classification Title	Percentage of Effort	Monthly Salary	No. of Months	Approved Budget		Projected Expenditures
Outreach Specialist II, Outbreak Investigator - L. Ramirez	70%	\$5,787	12	\$48,607		\$48,607
Outreach Specialist II, Outbreak Investigator - E. Tugadi	70%	\$5,723	12	\$48,073		\$48,073
Outreach Specialist II, Primary Prevention - TBD	8%	\$5,403	12	\$5,187		\$5,187
Outreach Specialist II, Vaccines - P. Guzman	8%	\$5,519	12	\$5,299		\$5,299
Public Health Nurse - X. Moua	10%	\$9,975	12	\$11,970		\$11,970
Public Health Epidemiologist - R. Herrick	2%	\$9,052	12	\$2,172		\$2,172
Administrative Services Analyst, Epi/Data - TBD	20%	\$6,741	12	\$16,178		\$16,178
Senior Administrative Services Analyst, Vaccine Lead - O. Velasco	10%	\$7,907	6	\$4,744		\$4,744
Senior Administrative Services Analyst, Outbreaks Lead - TBD	65%	\$7,724	12	\$60,245		\$60,245
						\$0.00
						\$0.00
						\$0.00
	FTEs: 2.63					
A. Personnel				\$202,475	\$0.00	\$202,475
B. Fringe Benefits @ 65%				\$131,609	\$0.00	\$131,609
Total, Personal Services				\$334,084	\$0.00	\$334,084
OPERATING EXPENSES:						
C. Travel (see breakdown below)				\$2,000		
D. Equipment						
E. Supplies (antigen test kits, training material printing)				\$8,000		
F. Contractual Services (see breakdown below)				\$0		
G. Construction						
H. Other (see breakdown below)				\$0		
I. Total Direct Charges				\$344,084	\$0	\$344,084
J. Indirect Costs @ 25%				\$83,521	\$0.00	\$83,521
K. Totals				\$427,605	\$0.00	\$427,605
C. Travel						
In-state: gas and mileage to and from LTCFs for test kit delivery and in person training				\$2,000		
Out of State must have prior approval				\$2,000	\$0	\$2,000.00
F. Contractual Services						
H. Other:						
				\$0.00	\$0.00	\$0.00

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 or in triplicate not more frequently than monthly in arrears to:

CHCQinvoice@cdph.ca.gov and HAIProgram@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 Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than **thirty (30)** calendar days following the expiration or termination date of this 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 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

Exhibit B

Budget Detail and Payment Provisions

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:

Exhibit E
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

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/Portals/0/About/Office%20of%20Legal%20Services/ukraine-russia-ca.gov).

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.

Attachment 1

**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
HAI Program
P.O. Box 997377, MS 3202
Sacramento, CA 95814

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)

<p>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</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>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 _____.</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.) (Last name, First name, MI):</p>	
<p>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</p>	<p>Federal Use Only</p>	
<p>\$100,000 for each such failure.</p>		

Signature:

_____ Print Name:

Title:

Telephone No.:

Date:

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.