

Exhibit B, Attachment 1
Advance Payment Provisions

1. Advance Payment Authority and Limitation

- A. Pursuant to Government Code Section 11019, CDPH may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Grantee's annual contract budget(s).
- B. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's annual contract budget.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

- A. The Agreement has been approved and fully executed.
- B. The Grantee has met CDPH advance payment eligibility requirements and has submitted proof of eligibility as required by CDPH (i.e., proof of nonprofit status and need for advance funds).
- C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Public Health shall be the loss payee on said fidelity bond.
- D. The prior year advance payment issued by the funding program under this Agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25% percent of the total annual Agreement amount.

3. Separate Bank Account / Management of Funds

- A. Advanced funds received from CDPH must be deposited in an account:
 - 1) Managed by a bank or financial institution that is a member of the FDIC.
 - 2) That is interest bearing.
 - 3) Separate from other fund accounts of the Grantee.
- B. Grantee must forward one set of bank signature cards for this account to the CDPH Program Contract Manager assigned to this Agreement. One copy of any new signature cards must be forwarded to the CDPH Program Grantee Manager whenever changes are made to the persons named on the bank signature card within the term of the Agreement. The bank signature cards must:
 - 1) Be signed by one or more persons in the Grantee's organization who are authorized to withdraw funds.
 - 2) Indicate that Grantee withdrawals shall be by check only.

Grantee withdrawals do not require countersignature by CDPH.

Exhibit B, Attachment 1
Advance Payment Provisions

- 3) Indicate that CDPH withdrawals shall be accompanied by a written CDPH directive and be issued by check only and made payable to the California Department of Public Health.
 - a. Said written directive from CDPH shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the Agreement is imminent or has been initiated.
 - b. CDPH withdrawals do not require countersignature by the Grantee.
- C. The Grantee shall transmit to the CDPH Program Grant Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:
 - 1) CDPH Agreement number,
 - 2) Name, address of bank or financial institution, and bank account number,
 - 3) If the bank or financial institution is a member of the FDIC,
 - 4) If the account is interest bearing,
 - 5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by CDPH,
 - 6) Grantee shall only make withdrawals by check,
 - 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Public Health indicating the Agreement has been or will be cancelled or terminated or that the Grantee is in default:
 - a. Withhold further withdrawals from the account by the Grantee and/or its designees, and
 - b. Allow CDPH designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Public Health.
 - 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.
- D. Within thirty (30) calendar days of receiving an advance payment from CDPH, the Grantee must:
 - 1) Notify CDPH in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.
 - 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
 - 3) Submit an agreement letter from the bank or financial institution clearly setting forth the

Exhibit B, Attachment 1
Advance Payment Provisions

special character of the account as indicated in paragraph 3.C. above.

4. Fidelity Bond Requirements

- A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Public Health shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to CDPH.
- D. The Grantee shall submit proof of said documentation to CDPH, upon request.

5. Disbursement of Advanced Funds by CDPH

Advance payments issued by CDPH shall be made by check. Checks shall be payable to the Grantee as named on Agreement and shall be marked "For Deposit Only".

6. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this Agreement.

7. Returning Interest Earned on Advanced Payments

- A. Any interest accrued from funds advanced under this Agreement shall be identified and returned to CDPH by or before:
 - 1) June 30th of the fiscal year in which the advance was issued, or
 - 2) Prior to the expiration or termination of said Agreement if the Agreement expires or is terminated prior to June 30th.
- B. Place the following information on the face of the interest warrant:
 - 1) CDPH agreement # _____
 - 2) Interest Earned on Advance Payment Account -- Fiscal Year ___/___.
- C. Label and address each interest warrant as follows:

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

The State, at its discretion, may designate an alternate department name and/or invoice submission address. A change in the department name and/or invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an

Exhibit B, Attachment 1
Advance Payment Provisions

amendment to this Agreement.

8. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this Agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the Agreement expires or is terminated prior to June 30th,
- 3) According to the repayment schedule that is determined by CDPH and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this Agreement, the balance thereof shall be:

- 1) Promptly paid by the Grantee to CDPH upon demand, or
- 2) Deducted from any sum otherwise due to the Grantee from CDPH, or
- 3) Deducted from any sum that may become due to the Grantee from CDPH.

9. Return / Repayment of Advanced Funds

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. CDPH may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

10. Default Provisions

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this Agreement upon occurrence of any of the following events:

- 1) Termination of this Agreement.
- 2) A finding by CDPH that the Grantee:
 - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,
 - b. Has failed to comply with any material provision of this Agreement,
 - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this Agreement,
 - d. Is in such unsatisfactory financial condition as to endanger performance of this Agreement,

Exhibit B, Attachment 1
Advance Payment Provisions

- e. Has allocated resources for the performance of this Agreement that CDPH believes are substantially exceeding the reasonable requirements for performance of this Agreement,
 - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this Agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.