



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: May 12, 2015

Date: April 17, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *S. Buschley*  
Department of Health and Human Services

Subject: State Standard Agreement with California Department of Public Health (CDPH) for Supplemental Funding for Ebola Preparedness and Response for FY 2015-16

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the State Standard Agreement #14-10893 with the CDPH – Emergency Preparedness Office (EPO) for supplemental funding for Ebola Virus Disease (EVD) preparedness and response activities for fiscal year 2015-16 in the amount of \$67,761;
2. Authorize the Chair of the Board to sign three (3) originals of the attached State Standard Agreement;
3. Authorize the Director of Public Health to sign any subsequent amendments and documents directly related to State Standard Agreement #14-10893;
4. Direct the Clerk of the Board to return the signed documents; and one (1) copy of the Board Motion to the Department of Health and Human Services (DHHS) Contract Unit for transmittal to DHHS – Public Health.

SOURCE OF FUNDING:

Public Health Funds

Prepared by Charlene Pellatz/Bill Linn,

CAO Approval *Amy Nisen*

REVIEW:

Auditor *MM*

County Counsel \_\_\_\_\_

Human Resources \_\_\_\_\_

Other \_\_\_\_\_

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*

Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*

- Nays \_\_\_\_\_
- Abstain \_\_\_\_\_
- Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 12, 2015*

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

## DISCUSSION:

The Department of Health and Human Services has participated in the Center for Disease Control (CDC) Emergency Preparedness and Response Grant since 2002 to improve and expand Public Health Emergency Preparedness and Hospital Preparedness Programs in Humboldt County. Grant funds are used to assist Public Health, hospitals, skilled nursing facilities, and other health care facilities with their efforts in response, planning, obtaining needed equipment, training staff, and testing their emergency preparedness and response plans.

In 2014 the World Health Organization (WHO) announced a rapidly evolving outbreak of Ebola Virus Disease (EVD). EVD is an infectious disease caused by the Ebola Virus. It is classified as a viral hemorrhagic fever because of the fever and abnormal bleeding, and historically has a high mortality rate. EVD had been isolated outbreaks on the African continent but through the spring and summer an increasing number of confirmed diagnoses spread across 3 African nations. The CDC increased efforts to prepare United States (US) hospitals to be alert and take special precautions with patients in US hospitals presenting with symptoms associated with EVD if the patient or a family member had recently traveled to a suspect country. While initially thought to be highly unlikely to happen in the US, in late September 2014 CDC confirmed the first laboratory-confirmed case of Ebola to be diagnosed in the US in a patient who had recently traveled from Liberia. Over the next month two hospital workers working with the first patient were diagnosed with EVD, along with a doctor who had recently returned to the US after working with Ebola patients in Guinea. As of April 2015, there have now been 25,626 total cases according to the WHO in 9 countries with 10,619 deaths and continues to be a serious international problem. There have been no further laboratory-confirmed cases in the US since October 2014.

Since last fall Public Health has actively participated in a number of forums with other counties in California and CDPH in addressing surveillance needs associated with EVD and improving the preparation of healthcare systems. While the risk is clearly lessening, EVD is not the only new pathogen that poses risk to the public. The US continues to monitor for travelers to Guinea, Sierra Leone, and Liberia. Since last fall over 1,400 returning travelers from West Africa have been monitored in the US; with 350 monitored to date in 53 local health jurisdictions across California.

Recognizing that Ebola is a top national health priority, with substantial cost and a resource implication to local health departments, the federal government has made funding available to support and accelerate state and local public health preparedness and readiness for Ebola. The U.S. Department of Health and Human Services, along with the CDC and CDPH, continues to implement steps to prevent, prepare for, and respond to the threat of Ebola domestically. Local health departments across the country, including Humboldt County, are monitoring returning travelers and healthcare workers from the infected countries, educating the public and community partners, planning and exercising with healthcare, emergency management, and municipal partners, and collaborating with state officials to implement CDC guidance for a tiered hospital readiness strategy.

Humboldt County Department of Health and Human Services – Public Health is committed to building local capacity and capability for response to infectious diseases by applying for grant funding and addressing the capabilities as stated in the Public Health Emergency Preparedness Supplemental for Ebola Preparedness and Response activities grant guidance including:

- Community Preparedness;
- Public Health Surveillance and Epidemiological Investigation;
- Public Health Laboratory Testing;
- Non-Pharmaceutical Interventions;

- Responder Safety and Health
- Emergency Public Information and Warning/Information Sharing; and
- Medical Surge

FINANCIAL IMPACT:

Approval of Agreement #14-10893 will allow Public Health to be reimbursed for services and activities related to Ebola Preparedness and Response activities in the amount of \$67,761 over a period which shall begin on July 1, 2015 through September 30, 2016. All funding associated with this grant is federally funded and has been accounted for in the proposed County Budget for Fiscal Year 2015-16 in Budget 1175, Budget Unit 455, Emergency Preparedness and Response.

This agreement supports your Board's Strategic Framework by protecting vulnerable populations while creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

There is no other agency involved in this agreement.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve this Agreement with CDPH; however, this is not recommended. Loss of these funds would impact the County's healthcare systems ability to prevent, prepare for, and respond to the threat of Ebola domestically.

ATTACHMENTS:

1. State Standard Agreement #14-10893 (Three (3) originals)

**EMERGENCY PREPAREDNESS OFFICE**  
**SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE**

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

**Implementing the project, “Supplemental Funding for Ebola Preparedness and Response,” hereinafter “Project”**

**AGREEMENT ALLOCATING FUNDS, NUMBER 14-10893**

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

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

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

The Awardee agrees to use the funds for the purposes and activities described in (1) CDC Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15; and (2) Awardee’s Application, Work Plan, and Budget.

**AWARD AMOUNT:** The maximum amount payable under this Award shall not exceed **\$67,761.00** dollars.

**TERM OF AWARD:** The term of the Award shall begin on July 1, 2015, or upon approval of this Award, and terminate on September 30, 2016. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2016.

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

<b>California Department of Public Health</b>	Awardee: <b>Humboldt County</b>
Name: Akemi Myers	Name: Charlene Pellatz
Address: 1615 Capitol Ave, Suite 73.373	Address: 529 I Street
City, ZIP: Sacramento, 95814	City, ZIP: Eureka, 95501
Phone: 916-445-8815	Phone: 707-268-2133
Fax: 916-650-6420	Fax: 707-445-6097
E-mail: Akemi.Myers@cdph.ca.gov	E-mail: cpellatz@co.humboldt.ca.us

Direct all inquiries to:

<b>California Department of Public Health, Emergency Preparedness Office</b>	<b>Awardee: Humboldt County</b>
Attention: Akemi Myers	Attention: Charlene Pellatz
Address: 1615 Capitol Ave, Suite 73.373	Address: 529 I Street
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Either party may change its Project Representative upon written notice to the other party.

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

- Exhibit A PRIORITIES IDENTIFIED BY CDPH AND LOCAL LEADERSHIP (COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA AND CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICER  
  
LABORATORY TESTING/CAPACITY FUNDING CRITERIA (IF APPLICABLE)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

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

IN WITNESS THEREOF, the parties have executed this Agreement Allocating Funds on the

dates set forth below.

Executed By:

Date: 5-12-2015



\_\_\_\_\_  
Estelle Fennell, Chair, Board of  
Supervisors  
County of Humboldt – Health Services  
825 5th Street  
Eureka, CA. 95501



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

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

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LABORATORY TESTING/CAPACITY FUNDING CRITERIA (IF APPLICABLE)

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Exhibit C STANDARD CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

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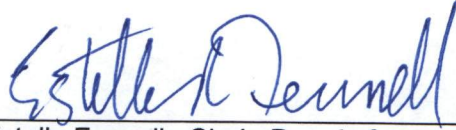
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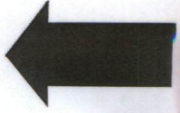
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Estelle Fennell, Chair, Board of  
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County of Humboldt – Health Services  
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Date: \_\_\_\_\_

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**Exhibit A**  
**Scope of Work**

**A. PRIORITIES IDENTIFIED BY CDPH AND LOCAL LEADERSHIP INCLUDING COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA AND CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICERS**

1. Public Health activities:

- Build local public health capacity and capability for response to infectious diseases, with a focus on EVD, addressing the capabilities as stated in the PHEP Supplemental for Ebola Preparedness and Response Activities grant guidance, including:
  - Community Preparedness;
  - Public Health Surveillance and Epidemiological Investigation;
  - Public Health Laboratory Testing;
  - Non-Pharmaceutical Interventions;
  - Responder Safety and Health;
  - Emergency Public Information and Warning/Information Sharing;
  - and
  - Medical Surge.
- Train LHD staff including non-nursing allied staff to assist with surveillance and epidemiologic investigations, including basic contact investigation and tracing, to provide surge capacity at the local level.
- Conduct active monitoring and direct active monitoring of travelers from Ebola-affected countries. Jurisdiction will develop/maintain a written plan, protocol, and/or procedure for traveler monitoring, including all elements as defined in the CDPH document "Planning for and Management of Travelers from Ebola-Affected Countries and U.S. Ebola Case Contacts for Local Health Departments" (November 17, 2014) and other CDC recommendations for traveler monitoring.
- Enhance hospital readiness, capability, and capacity for management of suspected/confirmed Ebola cases at all levels, including Ebola Frontline, Assessment, and Treatment hospitals and community-based (e.g., at home) quarantine and isolation.
- Enhance/implement the CalREDIE Provider Portal within the jurisdiction to allow local providers, especially Ebola treatment and assessment hospitals/infection control, direct entry into the system for efficient and timely reporting of Ebola suspected/confirmed cases and other infectious diseases and the monitoring/reporting of healthcare workers post Ebola patient care.

## Exhibit A Scope of Work

### 2. EMS related activities:

- Develop EMS safety and health guidance, protocols, and procedures for transport of suspected/confirmed cases of Ebola and other infectious diseases.
- Conduct training for EMS personnel for EVD and other infectious disease transportation, including proper use, donning, and doffing of PPE, interfacing with healthcare facilities, decontamination of the rigs, and follow up monitoring should a case be confirmed for EVD.
- Conduct exercises that test coordination, communication and capability to safely and effectively transport suspect/confirmed Ebola cases, and other infectious disease cases, within and across jurisdictions, including State and local and public health and medical (healthcare) partners.
- Improve labor intensive emergency medical dispatch systems including consideration/implementation of new pre-arrival software and other enhancements to the dispatching system.

### **B. LABORATORY TESTING/CAPACITY FUNDING CRITERIA (IF APPLICABLE)**

Currently, there are four public health laboratories (PHLs) certified to perform Ebola RT-PCR testing in California, including the CDPH Viral and Rickettsial Diseases Laboratory (Richmond, CA), Sacramento County, Los Angeles County and Orange County. The intent of the available funding for laboratory preparedness is to increase the number of PHLs capable of testing for Ebola RT-PCR with a focus on enhancing geographic distribution of laboratories to serve rural areas and assessment hospitals that will be identified in the State.

Selection for LHDs for Ebola Supplemental laboratory funding will be prioritized based on the following criteria:

- A public health laboratory located greater than 1-2 hours driving time from a PHL currently able to conduct Ebola RT-PCR testing.
- Proximity of the PHL to an identified/proposed jurisdiction with an assessment hospital.
- Jurisdictions with an Ebola Treatment hospital but without a PHL that is able to conduct Ebola RT-PCR testing will be given higher priority. PHLs near the currently certified labs may be considered for funding to enhance Ebola/infectious disease capability within a region, on a case-by-case basis to enhance overall capacity within the region/geographic area.
- While the highest priority for this funding is to expand current capacity, PHLs with current capability for Ebola RT-PCR testing may apply for funding to sustain and/or enhance current Ebola RT-PCR and other infectious disease capability and capability.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

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

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

In the subject line, please identify "PHEP Ebola Invoice" and your County Name.

B. Invoices shall:

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

**2. Budget Contingency Clause**

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

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

**3. Prompt Payment Clause**

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

**4. Amounts Payable**

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

- 1) \$67,761.00 for the federal budget period of 07/01/15 through 09/30/16.

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

**Exhibit B**  
Budget Detail and Payment Provisions

**5. 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 Award, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the Department under this Award have ceased and that no further payments are due or outstanding.
- B. The Department may, at its discretion, choose not to honor any delinquent final invoice if the Awardee fails to obtain prior written Department approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

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

## Exhibit C

### STANDARD AWARD CONDITIONS

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

## Exhibit C

### STANDARD AWARD CONDITIONS

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

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

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

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

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

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

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

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

## Exhibit C

### STANDARD AWARD CONDITIONS

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

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

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

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

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



## Exhibit D

### Additional Provisions

#### 1. Additional Incorporated Documents

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

1. *Request for Application (RFA) 15-0001.*
2. *Public health Emergency Preparedness (PHEP) Ebola Supplemental Agreement (CDC-RFA-TP12-12010302SUPP15).*

#### 2. Cancellation / Termination

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

**Exhibit D**

**Additional Provisions**

materials related to the services or deliverables provided under this Award, whether finished or in progress on the termination date.

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

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

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

**Exhibit D**

**Additional Provisions**

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

**Federal Terms and Conditions**

*(For federally funded Grant agreements)*

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

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

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

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

**Index of Special Terms and Conditions**

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

## 1. Federal Funds

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

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

## 2. Federal Equal Opportunity Requirements

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

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

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

### 3. Debarment and Suspension Certification

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

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

#### 4. **Covenant Against Contingent Fees**

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

#### 5. **Air or Water Pollution Requirements**

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

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

#### 6. **Lobbying Restrictions and Disclosure Certification**

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

##### a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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



STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Humboldt County  
Name of Grantee

Estelle Fennell  
Printed Name of Person Signing for Grantee

14-10893  
Contract / Grant Number

Estelle Fennell  
Signature of Person Signing for Grantee

5-12-2015  
Date

Chair, Board of Supervisors  
Title

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

California Department of Public Health  
Program  
P.O. Box 997377, MS XXX  
Sacramento, CA 95899-XXXX

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



## 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.

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  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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

#### 4. Covenant Against Contingent Fees

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

#### 5. Air or Water Pollution Requirements

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

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

#### 6. Lobbying Restrictions and Disclosure Certification

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

##### a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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



STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Humboldt County

Name of Grantee

Estelle Fennell

Printed Name of Person Signing for Grantee

14-10893

Contract / Grant Number

Estelle K Fennell

Signature of Person Signing for Grantee

5-12-2015

Date

Chair, Board of Supervisors

Title

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

California Department of Public Health  
Program  
P.O. Box 997377, MS XXX  
Sacramento, CA 95899-XXXX

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

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p><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:</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:  Year ____ quarter ____  date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</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 \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

**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.

**Public Health Emergency Preparedness Supplemental Funding for Ebola  
Preparedness and Response Funding**

**NON-SUPLANTATION CERTIFICATION FORM**

Name of Local Entity: **HUMBOLDT COUNTY**

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

1. The funds allocated by the California Department of Public Health (CDPH) under the Agreement will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Agreement.
2. Upon receipt, the funds will be deposited into an interest-bearing local public health preparedness trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the Application Work Plan and Budget, as approved by the CDPH.

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

Signature: <i>Estelle Fennell</i>
Printed Name: Estelle Fennell
Title: Chair, Board of Supervisors, County of Humboldt
Phone: 707-476-2392
Date: <i>5-12-2015</i>

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

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

## LETTER OF ACCEPTANCE

I, Estelle Fennell, an appointed officer of the County of Humboldt, am duly authorized by the County of Humboldt Board of Supervisors to accept these federal PHEP funds to build and sustain capability development under the allowable Capabilities as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability to respond to Ebola virus disease (EVD).

Dated: 5-12-2015

Estelle Fennell

By: Estelle Fennell, Chair, Board of Supervisors

County of Humboldt

