

☑ HSS Administration
 □ Public Guardian

336 Alexander Avenue Susanville, CA 96130 (530) 251-8128

Grant and Loans Division 1400 Chestnut Street, Ste. C Susanville, CA 96130 (530) 251-8309

Behavioral Health 555 Hospital Lane Susanville, CA 96130 (530) 251-8108/8112

> Brashear Annex 700 Brashear Street Susanville, CA 96130 (530) 251-8112

- Patients' Rights Advocate 336 Alexander Avenue Susanville, CA 96130 (530) 251-8322
- Dublic Health 1445 Paul Bunyan Road Susanville, CA 96130 (530) 251-8183
- Environmental Health 1445 Paul Bunyan Road Susanville, CA 96130 (530) 251-8183
- Community Social Services 1400 Chestnut Street, Ste A Susanville, CA 96130

LassenWORKS Business & Career Network PO Box 1359 1616 Chestnut Street Susanville, CA 96130 (530) 251-8152

Child & Family Services 1600 Chestnut Street Susanville, CA 96130 (530) 251-8277

Adult Services PO Box 429 1400 Chestnut Street, Ste B Susanville, CA 96130 (530) 251-8158

HSS Fiscal
 PO Box 1180
 Susanville, CA 96130
 (530)251-2614

LASSEN COUNTY Health and Social Services Department

Date:	May 23, 2023
То:	Gary Bridges, Chairman Lassen County Board of Supervisors
From:	Barbara Longo, Director Health and Social Services
Subject:	Grant Agreement #22-11037 Awarded by the California Department of Public Health to County of Lassen for the California Immunization Program in the amount of

California Immunization Program in the amount of \$1,405,316.74 for the term of July 1, 2022 through June 30, 2027.

Background:

The California Department of Public Health is awarding Lassen County Public Health \$1,405,316.74 to assist our local health department in the prevention and control of vaccine-preventable diseases in Lassen County.

Lassen County Public Health will assess and improve coverage level in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices to protect the population. LCPH will also work on detection, reporting and control of vaccine-preventable diseases in the jurisdiction.

Fiscal Impact:

There is no impact to County General Funds. This is a revenue agreement.

Action Requested:

1) Approve Agreement; and 2) Authorize the County Administrative Officer to execute the agreement.

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

то

Lassen County Public Health, hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

GRANT AGREEMENT NUMBER 22–11037

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, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 5 NH23IP922612-04-00, 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,405,316.74.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on [July 1, 2022 and terminates on June 30, 2027]. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

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

California Department of Public Health	Grantee: Lassen County Public Health
Name: Noemi Marin	
	Name: Helen May
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Fl.	Address: 1445 Paul Bunyan Road, Suite B
City, ZIP: Richmond, CA 94804	City, ZIP: Susanville, CA 96130
Phone: (510) 620-3737	Phone: (530) 251-2717
E-mail: noemi.marin@cdph.ca.gov	E-mail: hmay@co.lassen.ca.us

Direct all inquiries to the following representatives:

California Department of Public Health, Immunization Branch	Grantee: Lassen County Public Health
	Attention: Helen May
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Fl.	Address: 1445 Paul Bunyan Road, Suite B
City, Zip: Richmond, CA 94804	City, ZIP: Susanville, CA 96130
Phone: (510) 620-3768	Phone: (530) 251-2717
E-mail: rossana.ordonez@cdph.ca.gov	E-mail: hmay@co.lassen.ca.us

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

Remittance Address		
Grantee: Lassen County Public Health		
Attention: Nicole Madden		
Address: 1445 Paul Bunyan Road, Suite B		
City, Zip: Susanville, CA 96130		
Phone: (530) 251-8356		
Email: <u>nmadden@co.lassen.ca.us</u>		

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

(The Grant Application provides the description of the project and associated costs)

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

The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (12/2021)

Exhibit D REQUEST FOR APPLICATION (RFA) #22-10537

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

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: Richard Egan County Administrative Officer 221 Roop Street, Suite 4 Susanville, CA 96130 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

Lassen County Public Health Grant Agreement #: 22-11037 RFA #: 22-10537 Date: 09/15/2022

CDPH Immunization Branch Fiscal Year 2022 - 2027 APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	10/19/2022
OFFICIAL ORGANIZATION NAME	Lassen County Public Health
AGREEMENT NUMBER	

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Helen May, BSN, RN, PHN	Phone Number: 530-251-2717
E-mail: hmay@co.lassen.ca.us	

Type of Application:	
New X Renewal Continuation	Supplement Revision
Supplement Revision	
Budget Period:	Total Amount Requested for 5 Years:
From: <u>July 1, 2022</u> To: <u>June 30, 2027</u>	\$ <u>1,399,354.00</u>
	1

Board of Supervisors/Resolution meeting dates for the upcoming 6 months:					
10/25/22	11/8/22	11/15/22	11/22/22	12/13/22	
12/20/22	12/27/22				
The Board meets the 2 nd , 3 rd and 4 th Tuesday of every month. The above dates are what is published on the Board's website and end December 27, 2022.					

Federal Compliance	Requirements of the
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 Immunization Grant No.
 5 NH23IP922612-04-00

 COVID-19 R2 Grant No.
 6 NH23IP922612-02-02

 COVID-19 R3 Grant No.
 6 NH23IP922612-02-03

 COVID-19 R4 Grant No.
 6 NH23IP922612-02-03

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understands the Federal Compliance Requirements of all grants listed above. See enclosed copy of the Award Attachments under which these grants are issued.

Barbara Longo, H&SS Director Print Name and Title of Person Signing

Signature of Person Signing

20/202

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), September 30, 2022 Please Check

- Form 1:Application Cover Sheet/ChecklistForm 2:Grantee Information FormForm 3:Local Project SynopsisForm 4:Scope of Work for Local Health Departments/Glossary of
Acronyms and TermsForm 5:Exhibit B BudgetForm 6:Government Agency Taxpayer ID Form
- **NOTE**: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to <u>izb.admin@cdph.ca.gov</u> by the submission deadline.

Lassen County Public Health Grant Agreement #: 22-11037 RFA #: 22-10537 Date: 09/15/2022

Form 2

CDPH Immunization Branch Grantee Information Form

Date Form Completed: 10/19/2022

	This is the info	rmation that will appe	ear on your gr	rant agreement cover page.		
	Federal Tax ID # Data Universal Number System (DUNS) # Unique Entity Identifier (UEI) # Official Organization	94-6000517		(will be assigned by IZ/CDPH)		
100	Name	Lassen County Public Health		24.00120		
	Mailing Address	1445 Paul Bunyan Road, Su				
	Street Address (If Di					
	County		-	500 051 0000		
	Phone	530-251-8183	Fax	530-251-2668		
	Website	www.lassencounty.org				
	The Grant Signatory has authority to sign the grant agreement cover.					
1.1.1	Name	Richard Egan				
	Title	County Administrative Office	r			
for Room of the last	If address(es) are the same as the organization above, just check this box and go to Phone $\ \Box$					
	Mailing Address	221 Roop Street, Suite 4, Su	sanville, CA, 9613	0		
	Street Address (If Di	ifferent)				
1 m	Phone	530-251-8333	Fax	530-251-2663		
	E-mail	regan@co.lassen.ca.us		-		
5	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.					
	Name	Helen May				
5	Title	Senior Public Health Nurse				
	lf address(es) are t	he same as the organization	above, just chec	k this box and go to Phone X		
1	Mailing Address					
	Street Address (If Di	ifforont)				

Lassen County Public Health Grant Agreement #: 22-11037 RFA: **#22-10537** Date: 09/15/2022

	Phone	530-25	1-2717	Fax	530-25	51-2668		
	E-mail	hmay@	co.lassen.ca.us					
	All payments are sent to the attention of this person at the designated address.							
5	Name	Nicole N	Nicole Madden					
eive	Title	Public H	lealth Fiscal Officer					
Payment Receiver	If address(es) are the same as the organization above, just check this box and go to Phone $\ \square$							
ent	Mailing Address	Po Box	1180, Susanville, CA 9	6130				
aym	Street Address (If Di	fferent)	1445 Paul Bunyan R	oad, Suite B, Susa	anville,	CA, 96130		
ä	Phone	530-25	-8356		Fax	530-251-2663		
	E-mail	nmadde	en@co.lassen.ca.us			-		
	contact for all related	The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.						
er	Name	Nicole Madden						
port	Title	Public Health Fiscal Officer						
Fiscal Reporter	lf address(es) are t	he same	as the organization a	bove, just check	this bo	ox and go to Phone 🗌		
scal	Mailing Address	Po Box	1180, Susanville, CA,	96130				
Ē	Street Address (If Di	ifferent)	1445 Paul Bunyan R	oadm, Suite B, Su	usanville	e, CA, 96130		
	Phone	530-25	1-8356		Fax	530-251-2663		
	E-mail	nmadden@co.lassen.ca.us						
	The Fiscal Signato	ry has sig	nature authority for inv	oices and all fisca	al docun	nentation reports.		
	Name	Nicole I	Madden					
tory	Title	Public Health Fiscal Officer						
gna	If address(es) are the same as the organization above, just check this box and go to Phone 🗌							
al Si	Mailing Address	Po Box	1180, Susanville, CA,	96130				
Fiscal Signat	Street Address (If Di	ifferent)	1445 Paul Bunyan R	oadm, Suite B, Su	usanville	e, CA, 96130		
	Phone	530-25	1-8356		Fax	530-251-2663		
	E-mail	nmadden@co.lassen.ca.us						

Lassen County Public Health Grant Agreement #: 22-11037 RFA #: 22-10537 Date: 09/15/2022

CDPH Immunization Branch Local Assistance Grant Application Local Project Synopsis

Form 3

Name of Grantee: Lassen County Public Health

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

<u>Narrative</u>

Nurses perform the following activities:

- Vaccine administration to all ages
- VPD Testing (including, but not limited to, nasopharyngeal swabs)
- Digital data logging
- Ordering vaccines

Nurses and support admin staff perform the following activities:

- Shipping of vaccine supplies,
- Regional/local meetings/Conferences
- Advertising of vaccinations/Mass vaccination events
- Communication to the people of the county (electronic/computer transmittal, messenger, postage, local and long-distance telephone)
- Vaccination outreach to outlying areas where healthcare isn't easily accessed
- Accounting and auditing services

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities

Chart activities with accurate times.

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of local assistance grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Local assistance grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component: 1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR); 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; 8) Influenza; and 9) COVID-19 Vaccination.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator

Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Area 1. Vaccine Accountability and Management

Goal 1.1: Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.				
Required Activities Goal 1.1 Activity a: Annually, make sure all relevant staff within LHD-operated clinics (routine mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB-supplied vaccines (317, Vaccines for Children [VFC], state general fund).	 Performance Measures Updated Vaccine Management Plans for each LHD facility. Completed EZIZ Lessons for Key Practice Staff. Completed training logs (training date, topics, methods, and list of attendees). 			
 Goal 1.1 Activity b: Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines. Goal 1.1 Activity c: Develop and implement a plan to verify that providers administering 317 Outbreak and state general fund immunizations outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on-site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines. 	 Training plan developed and implemented. Number of completed trainings. Completed training logs (training date, topics, methods, and list of attendees). Training packet completed and available. Number of signed Vaccine Management Plans received and reviewed. Developed and implemented Quality Assurance Plan. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. Percentage of sites receiving Quality Assurance verifications (minimum sample of 10% of sites receiving vaccines). Number of Completed Quality Assurance verifications. 			
Goal 1.1 Activity d: Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	 Documentation of storage and handling best practices promotion efforts. 			

Goal 1.2: Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.	
Activity	Performance Measures
Goal 1.2 Activity a: Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	 Completed annual program recertification and corresponding educational lessons for all key practice staff.
Goal 1.2 Activity b: Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	1. Documentation of provided guidance.
Goal 1.2 Activity c: Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	 Updated LHD protocols, inclusive of eligibility guidelines, for each vaccine funding source.
Goal 1.2 Activity d: Comply with federal policies regarding vaccine distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	1. Documentation of procedures.

Area 2. Access to and Utilization of Quality Immunization Services

Goal 2.1: Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.	
Required Activities	Performance Measures
Goal 2.1 Activity a : Maintain an immunization safety net that includes any LHD resource and referral lists to other programs that connect patients to services.	 Referral list completed and updated on an annual basis.
Goal 2.1 Activity b: Be responsive to	1. Maintain log of access problems resolved at
problems Medi-Cal members report related to	local level or reported to CDPH.

access to immunization services. ¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person. Goal 2.1 Activity c: For all <i>LHD facilities</i> that are VFC providers, participate in and support provider compliance and quality improvement visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	 Number of LHD clinics with corrective actions that were all completed within the specified time frame on the VFC Compliance Visit Report.
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Area 3. California Immunization Registry (CAIR)²

Goal 3.1 Promote and optimize ³ the use of CAIR in the jurisdiction	
Required Activities	Performance Measures
Goal 3.1 Activity a : Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	 Number of LHD clinics participating in CAIR/ number all LHD clinics. Percentage of LHD clinic doses entered into the registry within 14 days. Number of state flu doses entered by end of flu season/number state flu doses administered. CAIR ID list submitted to CDPH.
Goal 3.1 Activity b: For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	1. Inactive patients marked as inactive in CAIR.
Goal 3.1 Activity c: In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.	 Low infant or adolescent CAIR coverage rate identified and improved.

¹ Requirements for Medi-Cal immunization services are summarized here: <u>http://izcoordinators.org/vaccine-programs/medi-cal-and-</u> pharmacy-resources/

² CAIR refers to the statewide system that will connect CAIR2 with the San Diego Immunization Registry and Healthy Futures.

³ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange. See

https://cairweb.org/docs/CAIR2-Communications/IMM-1266.pdf and https://cairweb.org/docs/CAIR2-Communications/IMM-1260.pdf

Goal 3.1 Activity d: Review monthly CAIR	1. Number of VFC Sites identified for priority
usage reports ⁴ to identify priority non-	recruitment/retention contact.
participating VFC sites that need to be	
recruited/retained. Communicate priority sites	
to Local CAIR Rep (LCR).	
Goal 3.1 Activity e (required): Invite CAIR	1. Number of trainings with CAIR
staff ⁵ to participate in local provider trainings in	participation/number of trainings held.
order to promote CAIR.	

Goal 3.2: Connect local Immunization Information Systems (IIS) to CAIR (for San Joaquin County only)

Required Activities	Performance Measures
Goal 3.2 Activity a: Implement data sharing	1. Full historical data load completed.
with CAIR2, including:	
Attend scheduled planning meetings with	
CAIR2 staff.	
Comply with agreed upon timelines.	
Complete data transfer testing, including	
both inbound to CAIR2 and outbound back	
to local IIS.	
Share bulk historical loads of existing	
patients and immunizations to CAIR2 to	
initiate data sharing.	
Goal 3.2 Activity b: Initiate and maintain	1. Ongoing data sharing continues.
ongoing electronic data sharing with CAIR2.	

Area 4. Perinatal Hepatitis B Prevention

Goal 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill Title V requirements and MCAH Scope of Work Activities.

Required Activities	Performance Measures
Goal 4.1 Activity a: Educate medical	1. Percentage of HBsAg-positive pregnant
providers and hospital staff about the	women identified in the reporting period who
screening, care, and reporting of pregnant	were enrolled prior to delivery.
women who test positive for hepatitis B and	2. Percentage of HBsAg-positive pregnant
their infants according to the guidance outlined	women identified in the reporting period with
below:	an HBV DNA test result during pregnancy.

⁴ Monthly CAIR usage reports for VFC providers are posted here: <u>http://izcoordinators.org/cair-reports/</u>.

Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers	3. Percentage of PEP errors in the reporting period with completed LHJ follow-up.
Goal 4.1 Activity b: Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: <u>Perinatal Hepatitis B Prevention Program</u> <u>Coordinator Handbook</u> Note: Even if you had no cases in the previous period you are still required to complete this activity so that you are prepared if there is a case in the future.	 Number of HBsAg positive pregnant women identified and contacted.
Goal 4.1 Activity c: Collect and submit requested data to CDPH on HBsAg-positive	1. Percentage of infants born to HBsAg-positive mothers in the reporting period who received
pregnant women and their infants according to the guidance outlined below: <u>Perinatal Hepatitis B Prevention Program</u> <u>Coordinator Handbook</u>	 PEP according to ACIP recommendations. Percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. Percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. Percentage of infants closed to case management with complete information within 24 months.

Area 5. Education, Information, Training, and Partnerships

Goal 5.1: Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations. **Required Activities Performance Measures** Goal 5.1 Activity a: Based on local priorities 1. Summary of efforts conducted to distribute and resources, disseminate print and/or materials in print or electronically to electronic communications among providers, immunization stakeholders. school, general public and other immunization 2. Target date for completion of summary. stakeholders in their jurisdiction. Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to refer VFC providers in their jurisdiction to order select materials from the VFC store instead.

CDPH will inform LHDs on centralized communication activities from the Immunization Branch (e.g., print materials to VFC providers; electronic communications and resources to VFC providers, schools, pharmacies, and community-based organizations/other stakeholders; and traditional media/social media activities to reach the general public). LHDs may supplement any gaps in communication with local efforts. Contact the Information & Education Section if you would like to	
Information & Education Section if you would like to	
learn more about the Immunization Branch's centralized communication vehicles and activities.	

Goal 5.2: Develop partnerships and collabora	•
immunization services, promote best practices and improve coverage rates among children, adolescent and adults.	
Required Activities	Performance Measures
 Goal 5.2 Activity a: Engage with at least 3 types of partners in conducting educational activities or trainings. Notes: Partnership engagement should be based on commitment to perform agreed-upon activities (e.g., joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts). LHJ will engage with at least one "provider" partner, one "school" partner and one "social service or other" partner: "Provider partner" may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG chapter), pharmacies, health plans and community clinics. "School partner" may include childcare providers, school or school district, County Department of Education, college, school nurses' association or other school-related organizations. "Social service and other partners" may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations. 	 Number of partner types (provider, school, social service/other partners) engaged with. Summary of activities conducted with each partner type. Summary of activities conducted with new partners.

Area 6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Goal 6.1: Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.

Required Activities	Performance Measures
Goal 6.1 Activity a: Ensure that appropriate clinical specimens are tested, and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	 Percentage of measles PCR positive specimens submitted for molecular characterization. Percentage of Neisseria meningitidis positive specimens/isolates submitted for molecular characterization.
Goal 6.1 Activity b: Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations.	 Quarterly review of Quicksheets with applicable staff completed. Percentage of infant pertussis cases <4 months of age with documentation of mother's prenatal care provider information (name and city of prenatal care provider). Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. Percentage of providers reached⁶ who provided prenatal care to a woman whose infant developed pertussis. Reaching the provider is only required if the woman never got Tdap during this pregnancy or did not receive Tdap at 27-36 weeks gestation.⁷
Goal 6.1 Activity c: Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate, in the context of a VPD outbreak and exposure.	 Completed outbreak response request⁸ with plan for doses and target population (as appropriate).

Goal 6.2: Collect and submit requested data to CDPH on VPD cases and outbreaks.Required ActivitiesPerformance Measures

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to your LHD Maternal Child and Adolescent Health (MCAH) program. See *Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis*

⁷ Please note: If a practice decides to modify or reduce the number of prenatal care visits due to the COVID-19 pandemic, ACOG encourages clinicians to include recommended maternal immunizations (influenza and Tdap) during remaining in-person appointments, even if that means immunizations will be administered outside of the typically recommended weeks of gestation. Please make note of any clinic modifications in the notes field in the maternal immunizations section in CalREDIE.

Goal 6.2 Activity a: Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: <u>ReportingGuidanceForLHJs</u>	 Percentage of measles cases reported immediately to CDPH. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe. Percentage of VPD cases with appropriate resolution status assigned, as per CSTE case definition. Percentage of VPD cases with complete data.
Goal 6.2 Activity b: Collect and submit CDPH-requested VPD case and outbreak data.	 Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. Percentage of meningococcal disease cases aged 14-24 years for whom high school or college attendance status is known.

Area 7. Childcare and School Immunization Entry Requirements

Goal 7.1: Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.				
Required Activities Performance Measures				
Goal 7.1 Activity a: Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	 Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment. 			
Goal 7.1 Activity b: At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	 Percentage of schools that meet the definition of "targeted schools" ⁹ Target 2022-2023 School Year: Less than 3% of schools have >10% of kindergarteners either conditional or overdue. 			

Area 8. Influenza

⁹ "Targeted schools are schools with 10 or more kindergarteners that reported greater than 10% of students conditionally admitted and/or overdue for required immunization.

Goal 8.1: Strengthen capacity to protect against seasonal influenza and to prepare for a					
pandemic.					
Required Activities	Performance Measures				
Goal 8.1 Activity a: To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded ¹⁰ vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.	 Mass vaccination exercise completed by local health department, including immunization and preparedness program staff. 				
Goal 8.1 Activity b: Utilize IZB-supplied	1. Number of doses of influenza vaccine				
influenza vaccine to immunize jurisdiction	administered.				
against influenza; doses may be shared with	Target # of doses must be at least 90% of				
local partners.	previous season's total doses.				

Area 9. COVID-19 Vaccination

Goal 9.1: Organize an effective COVID-19 vaccination response at the local level.				
Required Activities	Performance Measures			
Goal 9.1 Activity a: Develop and implement a COVID-19 vaccination plan that ensures equitable vaccination access and encourages widespread vaccine acceptance and uptake.	 Percentage of target number of individuals vaccinated, or target number of doses administered, for each focus population, as described in your Vaccination Equity Workplan. (Note: LHDs will not be penalized for not reaching their targets but will be required to describe challenges faced in reaching targets and describe how they will address these challenges.) Completion of COVID-specific activity progress report. Template provided by IZB- CDPH. Participation in periodic meetings with IZB- CDPH staff. 			
Goal 9.1 Activity b : Respond to requests from IZB-CDPH for information on local efforts and plans to address vaccine hesitancy, improve vaccine access, reach vulnerable	 Response to requests for information from IZB-CDPH as needed. 			

¹⁰ If the LHD would like to use Pan Flu Funding or other emergency preparedness funding for vaccine purchase, please reach out to the Immunization Branch with your request.

populations, and vaccinate adolescents and	
children 5-11 years of age, during Phase 3 of	
the vaccine rollout.	

Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
AFM	Acute Flaccid Myelitis
ARNOLD	Advanced Results Notification and On-Line Delivery (within CalREDIE)
CAIR	California Immunization Registry
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
COVID-19	Coronavirus Disease 2019
CPSP	Comprehensive Perinatal Services Program
CSTE	Council of State and Territorial Epidemiologists
DNA	Deoxyribonucleic Acid
eCR	Electronic Case Reporting
EHR	Electronic Health Record
ELR	Electronic Laboratory Reporting
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.

FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
HPV	Human papillomavirus
IgM	Immunoglobulin
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
ISI	Immunization Skills Institute
IZ	Immunization
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MA	Medical Assistant
МСАН	Maternal Child and Adolescent Health
МСР	Medi-Cal Managed Care Plan
MDL	Microbial Diseases Laboratory
MOU	Memorandum of Understanding
NIAM	National Immunization Awareness Month

NIVW	National Influenza Vaccine Week
OBGYN	Obstetrics and Gynecology
PBE	Personal Belief Exemption
PCR	Polymerase Chain Reaction
PEP	Post Exposure Prophylaxis
PHPP	Perinatal Hepatitis B Prevention Program
PVS	Post-Vaccination Serology
PVW	Preteen Vaccine Week
SGF	State General Fund
ТВ	Tuberculosis
Tdap	Tetanus, Diphtheria, and Pertussis
ТК/К	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
VRDL	Viral and Rickettsial Disease Laboratory (of CDPH)
WIC	Women, Infants, and Children

CDPH Immunization Branch Local Assistance Grant Funds

Form 5

Exhibit B - Budget

	Budget (*Year 1) 07/01/2022 to 06/30/2023	Budget (**Year 2) 07/01/2023 to 06/30/2024	Budget (**Year 3) 07/01/2024 to 06/30/2025	Budget (**Year 4) 07/01/2025 to 06/30/2026	Budget (**Year 5) 07/01/2026 to 06/30/2027
I. County of Lassen	\$1,269,016.74	\$ 34,075.00	\$ 34,075.00	\$ 34,075.00	\$ 34,075.00
II. (Subgrantee, if any)	<u>\$ -</u>	\$ -	\$ -	\$	\$
	\$1,269,016.74		\$ 34,075.00		\$ 34,075.00

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**CDPH Immunization Program will provide funding source information as it becomes available each fiscal year.

Total Funding for 5-Year Term:	\$	1, 405,31 6.74
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CDPH Immunization Branch Local Assistance Main Grant Funds

Budget Detail Year 1 (07/01/2022 - 06/30/2023)

I. Personnel DENISE RAMSEY - PUBLIC HEALH NURSE HELEN MAY - SR. PUBLIC HEALTH NURSE HAYLEE HASS - SR. ADMINISTRATIVE CLERK ROXIE NICHOLSON - PT/EXTRA HELP NON-BENEFITED	% of time or hours on project 19% 5% 3% 5%	\$ 7,253.42 \$ 2,957.83	\$ \$ \$	Total 12,872.12 4,352.05 887.35 2,704.96 - - - - - - - - - - - - -
Total Personnel Expenses			\$	20,816.00
II. Fringe Benefits (35.58% of Personnel)			\$	6,444.00
III. Operating Expenses or General Expenses Office/Clinic Supplies Printing			\$	-
Health Education Other			\$	-
IV. Equipment Expenses			\$ \$:
V. Travel Expenses In-State Travel Out-of-State Travel (The Grantee shall be reimbursed for the actual claimed a	nd invoiced)		\$ \$ \$	- - -
VI. Subgrantee Expenses (if any)(Name of Subgrantee)			\$	-
VII. Indirect Costs (Approved 25% of total Personnel Cos	ts or total Direc	ct Costs)	\$	6,815.00
X Approved 25% of total Personnel Costs Approved% of total Direct Costs			\$	6,815.00
VIII. Total Expenses			\$	34,075.00

Grant #_

CDPH Immunization COVID-19 Grant Award Round 2 Fund Year: July 1, 2022 - June 30, 2023

Budget Detail

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate		Total
DENISE RAMSEY - PUBLIC HEALH NURSE	12%	\$ 5,645.67	\$	8,129.76
HELEN MAY - SR. PUBLIC HEALTH NURSE	6%			4,787.26
···		· ·	\$	-
			\$	-
			\$	-
Total Personnel Expenses			\$	12,917.00
II. Fringe Benefits (33.55% of Personnel)			\$	4,334.00
III. Operating Expenses or General Expenses			\$	128.00
Office/Clinic Supplies			\$	128.00
Printing			\$	-
Health Education			\$	-
Other (itemize)			\$	-
			•	
IV. Equipment Expenses			\$	-
			\$	-
			•	
V. Travel Expenses			\$	-
In-State Travel			\$ \$	-
Out-of-State Travel			\$	-
(The Grantee shall be reimbursed for actuals claimed ar	nd invoiced)			
VI. Subgrantee Expenses (if any)			\$	-
(Name of Subgrantee)				
VII. Indirect Costs (Approved 25% of total Personnel Co	sts or total Direct (Costs)	\$	4,313.00
X Approved 25% of total Personnel Costs <u>OR</u>			\$ \$	4,312.75
Approved 25% of total Personnel Costs OK □ Approved% of total Direct Costs			Ψ	7,012.70
VIII. Total Expenses for COVID-19 Grant Round 2			\$	21,692.00

County of Lassen

Grant #_

CDPH Immunization COVID-19 Grant Award Round 3 Fund Year: July 1, 2022 - June 30, 2023

Budget Detail

I. Personnei CYNTHIA RASCHEIN - PH DIRECTOR HELEN MAY - SR. PH NURSE DENISE RAMSEY - PH NURSE RONDA GILLIS - PH NURSE VACANT PH NURSE CRYSTAL ABORDO - PROGRAM COORDINATOR HAYLEE HASS - SR. ADMIN CLERK NICOLE MADDEN - ADMINISTRATIVE ASSISTANT	% of time or hours on project 25% 25% 50% 25% 25% 15% 15%	rang \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	nthly salary rate 9,294.33 7,253.42 5,645.67 6,033.17 5,645.67 4,906.25 2,957.83 5,800.25	\$ \$ \$ \$ \$ \$ \$	Total 27,883.00 21,760.25 33,874.00 18,099.50 16,937.00 8,831.25 5,324.10 6,960.30
JINEENA DUCASSE - ADMINISTRATIVE ASSISTANT (8) Part Time/Extra Help Non-Benefited	10% 100%		4,843.25 35.00	\$ \$	5,811.90 254,800.00
Total Personnel Expenses		Ŧ		\$ \$	400,281.00
II. Fringe Benefits (34.94% of Personnel)				\$	50,831.00
III. Operating Expenses or General Expenses				\$	26,726.00
Office/Clinic Supplies				\$	15,000.00
Printing				\$	5,000.00
Health Education				\$	4,726.00
Other: Shipping/Postage				\$	2,000.00
IV. Equipment Expenses				\$ \$	-
V. Travel Expenses				\$	10,000.00
In-State Travel				\$	5,000.00
Out-of-State Travel				\$	5,000.00
(The Grantee shall be reimbursed for actuals claimed a	and invoiced)				
VI. Subgrantee Expenses (if any)				\$	-
VII. Indirect Costs (Approved 25% of total Personnel C	asta ar total Direct (~~~ *		\$	112,778.00
X Approved 25% of total Personnel Costs OR	USIS UN LULAI DIRECLY	- U 3U	")	φ \$	112,778.00
□ Approved% of total Direct Costs				Ψ	112,770.00
VIII. Total Expenses for COVID-19 Grant Round 3				\$	600,616.00

County of Lassen

Grant #

CDPH Immunization COVID-19 Grant Award Round 4 Fund Year: July 1, 2022 - June 30, 2023

Budget Detail

	% of time or hours on project		ithly salary je or hourly		
I. Personnel			rate		Total
CYNTHIA RASCHEIN - PH DIRECTOR	25%	•	9,294.33	•	27,883.00
HELEN MAY - SR. PH NURSE	25%	-	7,253.42		21,760.25
DENISE RAMSEY - PH NURSE	50%	•	5,645.67	•	33,874.00
RONDA GILLIS - PH NURSE	25%	•	6,033.17	•	18,099.50
VACANT PH NURSE	25%		5,645.67		16,937.00
CRYSTAL ABORDO - PROGRAM COORDINATOR	15%		4,906.25		8,831.25
HAYLEE HASS - SR. ADMIN CLERK	15%	•	2,957.83		5,324.10
NICOLE MADDEN - ADMINISTRATIVE ASSISTANT	10%	•	5,800.25		6,960.30
JINEENA DUCASSE - ADMINISTRATIVE ASSISTANT	10%	-	4,843.25	•	5,811.90
(8) Part Time/Extra Help Non-Benefited	100%	\$	35.00	\$	254,800.00
				\$	-
Total Personnel Expenses				\$	400,281.00
II. Fringe Benefits (34.94% of Personnel)				\$	50,831.00
III. Operating Expenses or General Expenses				\$	32,781.00
Office/Clinic Supplies				\$	12,000.00
Printing				\$	7,000.00
Health Education				\$	7,000.00
Other: Shipping/Postage				Ŝ	6,781.00
				•	-,
IV. Equipment Expenses				\$	-
				\$	-
V. Travel Expenses				\$	10,000.00
In-State Travel				\$	5,000.00
Out-of-State Travel				\$	5,000.00
(The Grantee shall be reimbursed for actuals claimed an	nd invoiced)			•	-,
VI. Subgrantee Expenses (if any)				\$	-
(Name of Subgrantee)					
VII. Indirect Costs (Approved 25% of total Personnel Co	sts or total Direct 0	oste		\$	112,778.00
X Approved 25% of total Personnel Costs <u>OR</u>			,	\$	112,778.00
Approved% of total Direct Costs				Ŧ	2,7 . 0.00
Vill. Total Expenses for COVID-19 Grant Round 4				\$	606,671.00

California Department of Public Health 1616 Capitol Ave., Suite 74.262 P.O. Box 997377, MS 1800 Sacramento, CA 95899-7377 www.cdph.ca.gov

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity. Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name	Lassen County Public Helath								
Remit-To Address (Street or PO Box)	PO Box 1180								
City:	Susanville	State: CA	Zip Code+4:						
Government Type:	City County Special District Federal Other (Specify) County		Federal 94-6000517 Employer Identification Number (FEIN)						

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# (if known)	4352		Dept/Division/Unit Name	Lassen County Public	Health	Complete Address	1445 Bunyan Rd Unit B, Susanville, CA 96130-3 1445 Paul Bunyan Rd, Susanville, CA 96130-32 PO Box 1180, Susanville, CA 96130-1180		
FI\$Cal ID# (if known)	11821		Dept/Division/Unit Name	Lassen County Public	c Health	Complete Address	1445 Bunyan Rd, Susa 222 S. Lassen St. Ste 3 PO Box 1180, Susanvil	3, Susanville, CA 96130-4357	
FI\$Cal ID# (if known)	43806		Dept/Division/Unit Name	Lassen County Public	c Health	Complete Address	1445 Bunyan Rd, Susa 1445 Bunyan Rd, Unit B PO Box 1180, Susanvil	B, Susanville, CA 96130-3146	
FI\$Cal ID# (if known)			Dept/Division/Unit Name			Complete Address			
Contact P	erson	Nicole Madde	n	Title	Public H	Health Fiscal	Officer		
Phone nur	mber	530-251-8356	3	E-mail address	nmadde	en@co.lasser	n.ca.us		
Signature		ull y	Calce	λ		-	Date	10/20/22	

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:

Rossana B. Anglo-Ordonez California Department of Public Health Immunization Branch 850 Marina Bay Pkwy., Bldg. P, 2nd Floor Richmond, CA 94804

- C. Invoices shall:
 - 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.

Exhibit B

Budget Detail and Payment Provisions

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. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60 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 (<u>Cal HR</u>). 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.

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 inparagraph 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.

County of Ventura Public Health Grant Agreement #: 22-11062 Total Pages: 65

EXHIBIT D

REQUEST FOR APPLICATION #22-10537



State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM Governor

- DATE: September 15, 2022
 - TO: Local Health Officers County Health Executives Association of California (CHEAC) Members Immunization Coordinators

Receiving Immunization Program Local Assistance Grants

- FROM: Maria E. Volk, MPA, Assistant Branch Chief Marie E. Volk Immunization Branch
- SUBJECT: Request for Application Immunization Local Assistance Grant Funds, Fiscal Year 2022-2027 COVID-19 Emergency Grant Funds, Fiscal Year 2022-2024

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the Federal Grant subaward application process to Local Health Department (LHD) grantees for FY 2022-27. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this grant is to assist LHDs in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

RELATED STATUTES

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

SERVICES TO BE PERFORMED BY THE GRANTEE

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.
- For detailed scope of work objectives and activities, please refer to the enclosed revised Scope of Work. The CDPH and award subrecipients will make agreed-upon changes to the Scope of Work on an as-needed basis. These changes will be made in writing but will not require a formal amended agreement.



Local Health Officers Immunization Coordinators Receiving Immunization Program Local Assistance Grants September 15, 2022 Page 2 of 5

OVERVIEW. GRANT TERMS. AND FUNDING

This letter provides an overview of the allocation of funding application process. The Immunization Branch has been awarded a Federal Grant through the Centers of Disease Control and Prevention (CDC). As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2022-27. In addition, your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds are enclosed.

This year CDPH will be initiating local assistance grants with a five-year term. The annual immunization grant award figure for each fiscal year within the five-year term is the same. The annual award figure for COVID-19 funds will vary each fiscal year and is dependent on total prior year expenditures and available carry-over. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from CDC and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes, collaborate efforts and revise the budget to match available funds.

IMMUNIZATION FEDERAL AWARD

Federal Grant Award No.: 5 NH23IP922612-04-00 Award Issue Date: 07/06/2022 Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements Catalog of Federal Domestic Assistance (CFDA) No.: 93.268 Data Universal Numbering Systems (DUNS) No.: 7991506150000 Unique Entity Identifier (UEI) No.: KD2JSY6LNMW7 Total Federal Award to Date: \$45,407,872 Amount Made Available for Local Assistance Subrecipient Awards: \$15,176,352 Year 1 Budget, FY 2022-23: 100% Prevention and Public Health Funds (PPHF)

COVID-19 ROUND 2 FEDERAL AWARD

Federal Grant Award No.: 6 NH23IP922612-02-02 Award Issue Date: 12/16/2020 Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements Catalog of Federal Domestic Assistance (CFDA) No.: 93.268 Data Universal Numbering Systems (DUNS) No.: 7991506150000 Unique Entity Identifier (UEI) No.: KD2JSY6LNMW7 Total Federal Award to Date: \$20,074,619 Amount Made Available for Local Assistance Subrecipient Awards: \$10,000,005 Year 3 Budget, FY 2022-23: 100% Coronavirus Aid, Relief, and Economic Security (CARES) Funds

Immunization Branch / Division of Communicable Disease Control 850 Marina Bay Parkway, Bldg. P, 2nd Floor, Richmond, CA 94804 (510) 620-3737 ♦ FAX (510) 620-3774 ♦ Internet Address: <u>www.getimmunizedca.org</u> Local Health Officers Immunization Coordinators Receiving Immunization Program Local Assistance Grants September 15, 2022 Page 3 of 5

COVID-19 ROUND 3 FEDERAL AWARD

Federal Grant Award No.: 6 NH23IP922612-02-03 Award Issue Date: 01/15/2021 Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements Catalog of Federal Domestic Assistance (CFDA) No.: 93.268 Data Universal Numbering Systems (DUNS) No.: 7991506150000 Unique Entity Identifier (UEI) No.: KD2JSY6LNMW7 Total Federal Award to Date: \$357,026,635.00 Amount Made Available for Local Assistance Subrecipient Awards: \$182,205,207 Year 3 Budget, FY 2022-23: 100% Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Funds

COVID-19 ROUND 4 FEDERAL AWARD

Federal Grant Award No.: 6 NH23IP922612-02-04 Award Issue Date: 03/31/2021 Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements Catalog of Federal Domestic Assistance (CFDA) No.: 93.268 Data Universal Numbering Systems (DUNS) No.: 7991506150000 Unique Entity Identifier (UEI) No.: KD2JSY6LNMW7 Total Federal Award to Date: \$357,026,635.00 Amount Made Available for Local Assistance Subrecipient Awards: \$178,500,003 Year 3 Budget, FY 2022-23: 100% Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Funds

ELIGIBLE FOR LOCAL ASSISTANCE:

The Immunization Branch has determined that the following 61 LHDs and three nonprofit organizations are eligible to apply for available funding for their Local Immunization Program, which supports the State's objectives to control vaccinepreventable diseases.

- County of Alameda County of Alpine County of Amador City of Berkeley County of Butte County of Calaveras County of Colusa County of Contra Costa County of Del Norte County of El Dorado County of Fresno
- County of Madera County of Marin County of Mariposa County of Mendocino County of Merced County of Modoc County of Mono County of Monterey County of Napa County of Nevada County of Orange
- County of San Luis Obispo County of San Mateo County of Santa Barbara County of Santa Clara County of Santa Cruz County of Shasta County of Sierra County of Siskiyou County of Solano County of Sonoma County of Stanislaus

Immunization Branch / Division of Communicable Disease Control 850 Marina Bay Parkway, Bldg. P, 2nd Floor, Richmond, CA 94804 (510) 620-3737 ♦ FAX (510) 620-3774 ♦ Internet Address: <u>www.getimmunizedca.org</u> Local Health Officers Immunization Coordinators Receiving Immunization Program Local Assistance Grants September 15, 2022 Page 4 of 5

County of Glenn	City of Pasadena	County of Sutter
County of Humboldt	County of Placer	County of Tehama
County of Imperial	County of Plumas	County of Trinity
County of Inyo	County of Riverside	County of Tulare
County of Kern	County of Sacramento	County of Tuolumne
County of Kings	County of San Benito	County of Ventura
County of Lake	County of San Bernardino	County of Yolo
County of Lassen	County of San Diego	County of Yuba
City of Long Beach	City & County of San Francisco	
County of Los Angeles	County of San Joaquin	
CA Immunization Coalition	CA Primary Care Association	Redwood Comm. Health Coalition

APPLICATION PROCEDURES AND DEADLINES:

Application must be submitted and received via email by the CDPH Immunization Branch by 5:00 p.m., (Pacific Standard Time), September 30, 2022. Email your application to: <u>izb.admin@cdph.ca.gov</u>, telephone number (510) 620-3737. A completed application must include the following:

Form 1: Application Cover Sheet/Checklist

- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: Scope of Work for Local Health Departments/Glossary of Acronyms and Terms
- Form 5: Exhibit B Budget
- Form 6: Government Agency Taxpayer ID Form

FY 2022-23 Immunization Agreement Invoice Submission Deadlines and Budget Modification Guidelines

Invoices are due on a quarterly basis. The final invoice for the fiscal year is due no more than sixty (60) calendar days from June 30.

Budget modification requests are required when shifting/moving funds from one budget line-item to another. Budget line-item shifts do not require a formal grant agreement amendment and can be agreed upon between CDPH and the Subgrantee. Budget Modification Requests must be submitted and approved prior to submitting the corresponding invoice. (See enclosed Budget Modification Request).

GRANT AWARD APPEALS PROCEDURES

An applicant who has submitted an application and was not funded may file an appeal with CDPH Immunization Branch. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation

Immunization Branch / Division of Communicable Disease Control 850 Marina Bay Parkway, Bldg. P, 2nd Floor, Richmond, CA 94804 (510) 620-3737 ♦ FAX (510) 620-3774 ♦ Internet Address: <u>www.getimmunizedca.org</u> Local Health Officers Immunization Coordinators Receiving Immunization Program Local Assistance Grants September 15, 2022 Page 5 of 5

or selection process. There is no dispute process for applications that are submitted late or are incomplete. Appeals shall be limited to the following grounds:

- a.) The CDPH Immunization Branch failed to correctly apply the application review process, the format requirements or evaluating the applications as specified in the RFA.
- b.) The CDPH Immunization Branch failed to follow the methods for evaluating and scoring the applications as specified in the RFA.

Appeals must be sent by email to <u>Noemi.Marin@cdph.ca.gov</u> and received within five (5) business days from the date you received notification that your grant application was denied. The CDPH Immunization Branch Chief, or her designee, will then come to a decision based on the written appeal letter. The decision of the CDPH Immunization Branch Chief, or her designee, shall be the final remedy. Appellants will be notified by email with 15 days of the consideration of the written appeal letter.

CDPH Immunization Branch reserves the right to award the agreement when it believes all appeals have been resolved, withdrawn, or responded to the satisfaction of the CDPH Immunization Branch.

Thank you.

Enclosures: Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP922612-04-00 Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6 NH23IP922612-02-02 Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6 NH23IP922612-02-03 Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6 NH23IP922612-02-03 Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6 NH23IP922612-02-04

cc: Perinatal Hepatitis B Coordinators State Immunization Branch Field Representatives Noemi Marin, CDPH, Immunization Branch Ruby Escalada, CDPH, Immunization Branch Rossana Ordonez, CDPH, Immunization Branch Roland Rafol, CDPH, Immunization Branch



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NH23IP922612-04-00 FAIN# NH23IP922612 Federal Award Date: 07/06/2022

Recipient Information	Federal Award Information	Federal Award Information		
 Recipient Name California Department of Public Health 1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015 (916) 552-8264 Congressional District of Recipient 06 Payment System Identifier (ID)	 11. Award Number 5 NH23IP922612-04-00 12. Unique Federal Award Identification Number (FAIN) NH23IP922612 13. Statutory Authority Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, 2 amended. 14. Federal Award Project Title CDC-RFA-IP19-1901 Immunization and Vaccines for Children 15. Assistance Listing Number 93.268 16. Assistance Listing Program Title Immunization Cooperative Agreements 17. Award Action Type Non-Competing Continuation 18. Is the Award R&D? 	47b(k)(2) and 247c), a		
7. Project Director or Principal Investigator	No			
Ms. Maria Elena Volk Assistant Branch Chief	Summary Federal Award Financial Informat	ion		
MARIA.VOLK@CDPH.CA.GOV	19. Budget Period Start Date 07/01/2022 - End Date 06/30/2023			
(510) 620-3748	20. Total Amount of Federal Funds Obligated by this Action	\$40,063,009.00		
8. Authorized Official	20a. Direct Cost Amount	\$45,163,634.00		
Dr. Karen388388 Smith	20b. Indirect Cost Amount	\$743,660.00		
N/A	21. Authorized Carryover	\$0.00		
KAREN.SMITH@cdph.ca.gov 916-449-5900	22. Offset	\$5,844,285.00		
710 ++7 5500	23. Total Amount of Federal Funds Obligated this budget period	\$0.00		
Federal Agency Information	24. Total Approved Cost Sharing or Matching, where applicable	\$0.00		
CDC Office of Financial Resources	25. Total Federal and Non-Federal Approved this Budget Period	\$40,063,009.00		
9. Awarding Agency Contact Information	26. Period of Perfomance Start Date 07/01/2019 - End Date 06/30/2024	\$40,005,009.00		
Sharlene Sanders GMS qxl2@cdc.gov	27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$965,385,203.00		
678-475-4650	20 Authorized Treatment of Dreason Income			
10.Program Official Contact Information	28. Authorized Treatment of Program Income			
Hilary Oliphant	ADDITIONAL COSTS 29. Crants Management Officer – Signature			
Public Health Advisor	29. Grants Management Officer – Signature Kathy Raible			
hbo1@cdc.gov	Kauly Kalut			
770-488-3973				

30. Remarks

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NH23IP922612-04-00 FAIN# NH23IP922612 Federal Award Date: 07/06/2022

Recipient Information	33. Approved Budget (Excludes Direct Assistance)	
Recipient Name California Department of Public Health	 Financial Assistance from the Federal Awarding Agency Only Total project costs including grant funds and all other financial participation 	
1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015	 a. Salaries and Wages b. Fringe Benefits c. Total Personnel Costs 	\$2,429,244.00 \$1,289,056.00 \$3,718,300.00
(916) 552-8264 Congressional District of Recipient	d. Equipment e. Supplies	\$0.00 \$765,395.00
Payment Account Number and Type 1743204993A1 Employer Identification Number (EIN) Data 743204993 Universal Numbering System (DUNS)	f. Travel g. Construction h. Other	\$86,130.00 \$0.00 \$5,988,801.00
799150615 Recipient's Unique Entity Identifier (UEI) KD2JSY6LNMW7	i. Contractual j. TOTAL DIRECT COSTS k. INDIRECT COSTS	\$34,605,008.00 \$45,163,634.00 \$743,660.00
31. Assistance Type Cooperative Agreement 32. Type of Award Other	1. TOTAL APPROVED BUDGET m. Federal Share n. Non-Federal Share	\$45,907,294.00 \$45,907,294.00 \$45,907,294.00

ADMINISTRATIVE CODE AMT ACTION FINANCIAL ASSISTANCE OBJECT CLASS CFDA NO. APPROPRIATION FY-ACCOUNT NO. DOCUMENT NO. 1-93909KZ 19NH23IP922612 75-X-0951 41.51 93 268 \$0.00 IP 1-9390BKG 19NH23IP922612 IP 41.51 93.268 \$0.00 75-75-X-0512-009 1-9390BKJ 19NH23IP922612 IP 41.51 93.268 \$0.00 75-75-X-0512-009 1-9390BKM 19NH23IP922612 IP 41.51 93.268 \$0.00 75-75-X-0512-009 1-939ZRWL 19NH23IP922612 IP 41.51 93.268 \$0.00 75-21-0951 1-939ZRYH 19NH23IP922612 IP 41 51 93 268 \$0.00 75-21-0951 0-9390EWQ 19NH23IP922612C3 IP 41.51 93.268 \$0.00 75-2024-0943 1-9390FG3 20NH23IP922612C3 IP 41.51 93.268 \$0.00 75-2024-0943 1-9390GKL 20NH23IP922612C5 IP 41.51 93.268 \$0.00 75-2124-0943 1-9390GUU 20NH23IP922612UDSPC5 IP 41.51 93.268 \$0.00 75-2124-0943 IP 1-9390GWA 20NH23IP922612C6 41 51 93 268 \$0.00 75-X-0943 1-9390GZB 19NH23IP922612VWCC6 IP 41.51 93.268 \$0.00 75-X-0943 2-9390BKG 19NH23IP922612 IP 41.51 93.268 \$5,547,558.00 75-75-X-0512-009 2-9390BKJ 19NH23IP922612 IP 75-75-X-0512-009 41.51 93.268 \$404,798.00 2-9390BKM 19NH23IP922612 IP 41.51 93.268 \$6,019,800.00 75-75-X-0512-009 2-9390K3F 19NH23IP922612 IP 41 51 93.268 \$20,640,649.00 75-X-0951 2-9390K3G 19NH23IP922612 IP 41.51 93.268 75-X-0951 \$2,630,690.00 2-939ZRWL 19NH23IP922612 IP 41.51 93.268 \$1,946,836.00 75-22-0951 2-939ZRYH 19NH23IP922612 IP 41.51 93.268 \$2,872,678.00 75-22-0951



Award# 5 NH23IP922612-04-00 FAIN# NH23IP922612 Federal Award Date: 07/06/2022

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$353,776.00	\$353,776.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$353,776.00	\$353,776.00

AWARD ATTACHMENTS

California Department of Public Health

5 NH23IP922612-04-00

1. Terms and Conditions_2612

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <u>https://www.cdc.gov/grants/federal-regulations-policies/index.html</u>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19-1901, entitled Immunization and Vaccines for Children, and application dated April 1, 2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of \$45,907,294 is approved for the Year 04 budget period, which is July 1, 2022 through June 30, 2023. This amount includes carryover and or offset, please see Use of Unobligated Funds below. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Component/Project Funding: The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
CORE	\$ 45,407,872
AA1	\$ 499,422

HHS Non-Discrimination Legal Requirements for Recipients of Federal Financial

Assistance: This is to notify you that the Centers for Disease Control and Prevention (CDC) incorporated Department of Health and Human Services (HHS) non-discrimination legal requirements for recipients of federal financial assistance into the CDC General Terms and Conditions within your Notice of Award. The new requirements are effective immediately. The requirements are in the General Requirements section of the General Terms and Conditions, and are also listed below.

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and https://www.hhs.gov/civil-rights/for-obligations/index.html.

• You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or

activities by limited English proficient individuals, *see* <u>https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html</u> and <u>https://www.lep.gov/</u>.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, *see* http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, *see <u>https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html</u>.*
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <u>https://www.hhs.gov/conscience/conscience-protections/index.html</u> and <u>https://www.hhs.gov/conscience/religiousfreedom/index.html</u>.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

- Provide guidance, trainings, tools, and technical assistance to award recipient on program area components.
- Host conference calls for sharing information from CDC and between award recipient.
- Work with award recipients on planning and implementation of required and proposed activities.
- Monitor award recipient vaccine spend plan and replenishment providing regular feedback and working with award recipient to address barriers.
- Analyze and report results of surveys regarding national, state and selected local level vaccination coverage.
- Analyze and report result of surveys of award recipient plans and activities related to preparedness.
- Collaboration with external partners to promote IIS in national health IT settings.
- Develop and support improvements in IIS data quality and program measures to assess IIS performance.
- Use IIS submitted data to develop methods to estimate national vaccination coverage and calculate vaccination coverage estimates for routinely recommended childhood vaccines.
- Use IIS submitted data to monitor seasonal or pandemic influenza vaccination among ages that are available in the IIS data.
- Assist, as needed, in the development of data collection and reporting methods for school- enterer vaccination coverage surveys.

- Provide VFC policy guidance via the VFC Operations Guide, periodic trainings and conference calls, including use of the CDC developed quality assurance site visit tools, to assist award recipient implement their VFC program in accordance with federal requirements.
- Provide subject matter guidance in all program component areas.

Direct Assistance (DA): DA is awarded in the amount of \$353,776 for this budget period.

Use Of Unobligated Funds: This NoA includes use of Year 02 unobligated funds in the amount of \$5,844,285, which has been applied as an offset to the currently approved funding level for this budget period. The use of unobligated funds is approved based on the Year 02 Federal Financial Report (FFR) dated November 29, 2021. The amount of this NoA will be subject to reduction if the final amount of unobligated funds is less than the amount of unobligated funds reported on the referenced FFR.

Budget Revision Requirement: By September 1, 2022, the recipient must submit a revised budget with a narrative justification.

A revised budget is needed in the amount of \$1,014,104, which is the amount of additional funds awarded under this Notice of Award. These additional funds were placed in the "Other" cost category under the CORE award.

Administrative Requirement: The recipient must respond to the OGS Budget Comments in accordance with the recommendations provided in GrantSolutions as a Grant Note by September 1, 2022. If the date falls on a weekend or holiday, the submission will be due the following business day.

- Component AA1, Justification of general expenses (refer to Budget Preparation Guidelines)
- Component AA1, Identify the 6 elements for contractors: Name of contractor; Method of Selection; Performance Period; Scope of Work; Method of Accountability and Itemized Budget and Justification(refer to Budget Preparation Guidelines)

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

<u>Addition alternative</u>: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law. This restriction does not prohibit the use of IP19-1901 funding for vaccination activities, including the direct administration of vaccines.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. 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 any legislative body
 - c. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability

https://www.cdc.gov/grants/additionalrequirements/ar-35.html

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated August 4, 2021, which calculates indirect costs as follows, a Final is approved at a rate of 20.00% of the base, which includes, total indirect cost divided by total direct salaries and benefits. The effective dates of this indirect cost rate are from July 1, 2021 to June 30, 2022.

REPORTING REQUIREMENTS

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132**, **"Performance Progress and Monitoring Report"**,

Expiration Date 10/31/2022. The components of the PPMR are available for download at: <u>https://www.cdc.gov/grants/already-have-grant/Reporting.html</u>.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services Sharlene Sanders, Grants Management Specialist Cherokee Nation Operational Solutions (CNOS) Centers for Disease Control and Prevention Branch 1 2939 Flowers Road, MS-TV2 Atlanta, GA 30341 Email: <u>qxl2@cdc.gov</u> (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: <u>MandatoryGranteeDisclosures@oig.hhs.gov</u>

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and

cooperative agreements. Information also may be submitted by e-mail to <u>hhstips@oig.hhs.gov</u> or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NH23IP922612-02-02 FAIN# NH23IP922612 Federal Award Date: 12/16/2020

Recipient Information

1. Recipient Name

California Department of Public Health 1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015 [NO DATA]

- 2. Congressional District of Recipient 06
- **3. Payment System Identifier (ID)** 1743204993A1
- **4. Employer Identification Number (EIN)** 743204993
- 5. Data Universal Numbering System (DUNS) 799150615
- 6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Ms. Maria Elena Volk Assistant Branch Chief MARIA.VOLK@CDPH.CA.GOV (510) 620-3748

8. Authorized Official

Dr. Karen Smith KAREN.SMITH@cdph.ca.gov 916-449-5900

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information Brandy Coffee Grants Management Specialist qpx7@cdc.gov (404) 498-4143

10.Program Official Contact Information

Divya Cassity PBEMB CoAg Specialist kyq4@cdc.gov 404.718.8962

30. Remarks

6 NH23IP922612-02-02 12. Unique Federal Award Identification Number (FAIN) NH23IP922612 13. Statutory Authority Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, 247b(k)(2) and 247c), as amer 14. Federal Award Project Title CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Federal Award Information

- **15. Assistance Listing Number**
- **16. Assistance Listing Program Title** Immunization Cooperative Agreements
- 17. Award Action Type

11. Award Number

Supplement 18. Is the Award R&D?

No

93 268

Summary Federal Award Financial Information

19. Budget Period Start Date 07/01/2020 - End Date 06/30/2021	
20. Total Amount of Federal Funds Obligated by this Action	\$20,074,619.00
20a. Direct Cost Amount	\$20,074,619.00
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$596,980.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$66,643,627.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$86,718,246.00
26. Project Period Start Date 07/01/2019 - End Date 06/30/2024	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$143,666,925.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Brownie Anderson-Rana

Grants Management Officer



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NH23IP922612-02-02 FAIN# NH23IP922612 Federal Award Date: 12/16/2020

Recipient Information	33. Approved Budget (Excludes Direct Assistance)		
Recipient Name California Department of Public Health	 Financial Assistance from the Federal Awarding Agency Only Total project costs including grant funds and all other financial participation 		
1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015 [NO DATA]	a. Salaries and Wagesb. Fringe Benefitsc. TotalPersonnelCosts	\$1,937,182.00 \$1,017,876.00 \$2,955,058.00	
Congressional District of Recipient 06 Payment Account Number and Type 1743204993A1 Employer Identification Number (EIN) Data 743204993 Universal Numbering System (DUNS) 799150615	 d. Equipment e. Supplies f. Travel g. Construction h. Other i. Contractual 	\$0.00 \$1,169,849.00 \$84,245.00 \$0.00 \$5,184,426.00 \$77,336,521.00	
Recipient's Unique Entity Identifier Not Available	j. TOTAL DIRECT COSTS k. INDIRECT COSTS	\$86,730,099.00 \$585,127.00	
31. Assistance Type Cooperative Agreement32. Type of Award Demonstration	 I. TOTAL APPROVED BUDGET m. Federal Share n. Non-Federal Share 	\$87,315,226.00 \$87,315,226.00 \$0.00	

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390FG3	20NH23IP922612C3	IP	41.51	\$20,074,619.00	75-2024-0943





Centers for Disease Control and Prevention

Award# 6 NH23IP922612-02-02 FAIN# NH23IP922612 Federal Award Date: 12/16/2020

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00



Centers for Disease Control and Prevention

Award# 6 NH23IP922612-02-02 FAIN# NH23IP922612 Federal Award Date: 12/16/2020

35. Terms And Conditions

Federal Financial Report Cycle				
Reporting Period Start Date Reporting Period End Date Reporting Type Reporting Period Due Date				
07/01/2020	06/30/2021	Annual	09/28/2021	

AWARD ATTACHMENTS

California Department of Public Health

6 NH23IP922612-02-02

1. T & C COVID SUPPLEMENT 3

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at

<u>https://www.cdc.gov/grants/federalregulationspolicies/index.html</u>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19-1901, entitled, *Immunization and Vaccines for Children*, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Supplemental Component Funding: Additional funding in the amount \$20,074,619 is approved for the Year 02 budget period, which is July 1, 2020 through June 30, 2021.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
COVID-19	\$20,074,619

Recipients have until June 30, 2022 to expend all COVID-19 funds awarded in Year 2

Overtime: Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to guarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting <u>guidance</u> is posted at: <u>https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf</u>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the

purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Unallowable Costs:

- Research
- Clinical care
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - 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 any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC-RFA-IP19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

ADMINISTRATIVE REQUIREMENTS

The recipient must respond to the comments in the technical review and/or OGS Budget Comments in accordance with the recommendations provided in GrantSolutions as a Grant Note within 45 days of receipt of the Notice of Award. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

Required Disclosures for Federal Awardee Performance and Integrity Information

System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1 2920 Flowers Road, M/S E-15 Atlanta, GA 30341 Email: kuv1@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: <u>MandatoryGranteeDisclosures@oig.hhs.gov</u>

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to <u>hhstips@oig.hhs.gov</u> or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NH23IP922612-02-03 FAIN# NH23IP922612 Federal Award Date: 01/15/2021

Recipient Information	Federal Award Information		
 Recipient Name California Department of Public Health 1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015 [NO DATA] Congressional District of Recipient 06 	 11. Award Number 6 NH23IP922612-02-03 12. Unique Federal Award Identification Number (FAIN) NH23IP922612 13. Statutory Authority Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, amended 14. Federal Award Project Title CDC-RFA-IP19-1901 Immunization and Vaccines for Children 	247b(k)(2) and 247c), as	
 Payment System Identifier (ID) 1743204993A1 Employer Identification Number (EIN) 743204993 Data Universal Numbering System (DUNS) 799150615 Recipient's Unique Entity Identifier Project Director or Principal Investigator 	 15. Assistance Listing Number 93.268 16. Assistance Listing Program Title Immunization Cooperative Agreements 17. Award Action Type Supplement 18. Is the Award R&D? No 		
Ms. Maria Elena Volk Assistant Branch Chief	Summary Federal Award Financial Informa	tion	
MARIA.VOLK@CDPH.CA.GOV (510) 620-3748 8. Authorized Official Dr. Karen Smith	 19. Budget Period Start Date 07/01/2020 - End Date 06/30/2021 20. Total Amount of Federal Funds Obligated by this Action 20a. Direct Cost Amount 20b. Indirect Cost Amount 	\$357,026,635.00 \$357,026,635.00 \$0.00	
KAREN.SMITH@cdph.ca.gov 916-449-5900	21. Authorized Carryover22. Offset	\$596,980.00 \$0.00	
Federal Agency Information CDC Office of Financial Resources	 23. Total Amount of Federal Funds Obligated this budget period 24. Total Approved Cost Sharing or Matching, where applicable 25. Total Federal and Non-Federal Approved this Budget Period 	\$86,718,246.00 \$0.00 \$443,744,881.00	
9. Awarding Agency Contact Information Wayne Woods kuv1@cdc.gov 770-488-2948	 26. Project Period Start Date 07/01/2019 - End Date 06/30/2024 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period 	\$500,693,560.00	
10.Program Official Contact Information Divya Cassity PBEMB CoAg Specialist kyq4@cdc.gov	 28. Authorized Treatment of Program Income ADDITIONAL COSTS 29. Grants Management Officer – Signature Freda Johnson 		

30. Remarks

404.718.8962



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NH23IP922612-02-03 FAIN# NH23IP922612 Federal Award Date: 01/15/2021

Recipient Information	33. Approved Budget (Excludes Direct Assistance)			
Recipient Name California Department of Public Health	 Financial Assistance from the Federal Awarding Agency Only Total project costs including grant funds and all other financial participati 			
1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015	a. Salaries and Wagesb. Fringe Benefits	\$1,937,182.00 \$1,017,876.00		
[NO DATA] Congressional District of Recipient	c. TotalPersonnelCosts d. Equipment e. Supplies	\$2,955,058.00 \$0.00		
06 Payment Account Number and Type 1743204993A1 Employer Identification Number (EIN) Data	f. Travel g. Construction	\$1,169,849.00 \$84,245.00 \$0.00		
743204993 Universal Numbering System (DUNS) 799150615 Recipient's Unique Entity Identifier Not Available	h. Other i. Contractual	\$362,211,061.00 \$77,336,521.00		
	j. TOTAL DIRECT COSTS k. INDIRECT COSTS	\$443,756,734.00 \$585,127.00		
31. Assistance TypeCooperative Agreement32. Type of Award	1. TOTAL APPROVED BUDGET m. Federal Share	\$444,341,861.00 \$444,341,861.00		
Demonstration	n. Non-Federal Share	\$0.00		

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390GKL	20NH23IP922612C5	IP	41.51	\$357,026,635.00	75-2124-0943





Centers for Disease Control and Prevention

Award# 6 NH23IP922612-02-03 FAIN# NH23IP922612 Federal Award Date: 01/15/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

California Department of Public Health

6 NH23IP922612-02-03

1. Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at

<u>https://www.cdc.gov/grants/federalregulationspolicies/index.html</u>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19-1901, entitled, *Immunization and Vaccines for Children*, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Supplemental Component Funding: Additional funding in the amount <u>\$357,026,635</u> is approved for the Year 02 budget period, which is July 1, 2020 through June 30, 2021.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
COVID-19	\$357,026,635

Recipients have until June 30, 2024 to expend all COVID-19 funds herein and previously funded.

Overtime: Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-266), agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to guarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS–CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting <u>guidance</u> is posted at: <u>https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf</u>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the

purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

Unallowable Costs:

- Research
- Clinical care
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - 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 any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC-RFA-IP19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

<u>COVID-19 Funding Budget Revision Requirement</u>: The recipient must submit a revised budget with a narrative justification within 45 days of receipt of the Notice of Award. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

ADMINISTRATIVE REQUIREMENTS

The recipient must respond to the comments in the technical review and/or OGS Budget Comments in accordance with the recommendations provided in GrantSolutions as a Grant Note within 45 days of receipt of the Notice of Award. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information

System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to

the HHS OIG at the following addresses:

CDC, Office of Grants Services Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1 2939 Flowers Road, MS-TV-2 Atlanta, GA 30341 Email: <u>kuv1@cdc.gov</u> (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to <u>hhstips@oig.hhs.gov</u> or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NH23IP922612-02-04 FAIN# NH23IP922612 Federal Award Date: 03/31/2021

Recipient Information	Federal Award Information		
 Recipient Name California Department of Public Health 1615 Capitol Ave California Department of Public Health Sacramento, CA 95814-5015 [NO DATA] Congressional District of Recipient 06 Payment System Identifier (ID) 1743204993A1 Employer Identification Number (EIN) 	 11. Award Number 6 NH23IP922612-02-04 12. Unique Federal Award Identification Number (FAIN) NH23IP922612 13. Statutory Authority Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, amended. 14. Federal Award Project Title CDC-RFA-IP19-1901 Immunization and Vaccines for Children 15. Assistance Listing Number 93.268 16. Assistance Listing Program Title 	247b(k)(2) and 247c),	
 743204993 5. Data Universal Numbering System (DUNS) 799150615 6. Recipient's Unique Entity Identifier 7. Project Director or Principal Investigator 	Immunization Cooperative Agreements 17. Award Action Type Supplement 18. Is the Award R&D? No		
Ms. Maria Elena Volk Assistant Branch Chief	Summary Federal Award Financial Informa	tion	
MARIA.VOLK@CDPH.CA.GOV	19. Budget Period Start Date 07/01/2020 - End Date 06/30/2021		
 (510) 620-3748 8. Authorized Official Dr. Karen Smith KAREN.SMITH@cdph.ca.gov 916-449-5900 	 20. Total Amount of Federal Funds Obligated by this Action 20a. Direct Cost Amount 20b. Indirect Cost Amount 21. Authorized Carryover 22. Offset 	\$357,026,635.00 \$357,026,635.00 \$0.00 \$596,980.00 \$0.00	
Federal Agency Information	23. Total Amount of Federal Funds Obligated this budget period	\$443,744,881.00	
CDC Office of Financial Resources	24. Total Approved Cost Sharing or Matching, where applicable25. Total Federal and Non-Federal Approved this Budget Period	\$0.00 \$800,771,516.00	
9. Awarding Agency Contact Information Sharlene Sanders GMS qxl2@cdc.gov	 26. Project Period Start Date 07/01/2019 - End Date 06/30/2024 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period 	\$857,720,195.00	
678-475-4650 10.Program Official Contact Information Divya Cassity PBEMB CoAg Specialist kyq4@cdc.gov	 28. Authorized Treatment of Program Income ADDITIONAL COSTS 29. Grants Management Officer – Signature Freda Johnson 		

30. Remarks

404.718.8962

This funding is related to the activities under COVID-19 Vaccination Supplement 4 (April 2021)



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NH23IP922612-02-04 FAIN# NH23IP922612 Federal Award Date: 03/31/2021

Recipient Information	33. Approved Budget (Excludes Direct Assistance)		
Recipient Name	I. Financial Assistance from the Federal Awarding Agency Only		
California Department of Public Health	II. Total project costs including grant funds and all other financial participation		
1615 Capitol Ave	a. Salaries and Wages	\$1,937,182.00	
California Department of Public Health	b. Fringe Benefits	\$1,017,876.00	
Sacramento, CA 95814-5015	c. TotalPersonnelCosts	\$2,955,058.00	
[NO DATA]	d. Equipment	\$0.00	
Congressional District of Recipient	e. Supplies	\$1,169,849.00	
Payment Account Number and Type	f. Travel	\$84,245.00	
1743204993A1 Employer Identification Number (EIN) Data	g. Construction	\$0.00	
743204993	h. Other	\$719,237,696.00	
Universal Numbering System (DUNS) 799150615	i. Contractual	\$77,336,521.00	
Recipient's Unique Entity Identifier	j. TOTAL DIRECT COSTS	\$800,783,369.00	
Not Available	k. INDIRECT COSTS	\$585,127.00	
31. Assistance Type	1. TOTAL APPROVED BUDGET	\$801,368,496.00	
Cooperative Agreement	m. Federal Share	\$801,368,496.00	
32. Type of Award Demonstration	n. Non-Federal Share	\$0.00	

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390GKL	20NH23IP922612C5	IP	41.51	\$153,521,453.00	75-2124-0943
1-9390GWA	20NH23IP922612C6	IP	41.51	\$203,505,182.00	75-X-0943





Centers for Disease Control and Prevention

Award# 6 NH23IP922612-02-04 FAIN# NH23IP922612 Federal Award Date: 03/31/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

California Department of Public Health

6 NH23IP922612-02-04

1. Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS OF AWARD

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at

<u>https://www.cdc.gov/grants/federalregulationspolicies/index.html</u>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19- 1901, entitled, *Immunization and Vaccines for Children*, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Supplemental Component Funding: Additional funding in the amount <u>\$357,026,635</u> is approved for the Year 02 budget period, which is July 1, 2020 through June 30, 2021.

Recipients have until June 30. 2024 to expend all COVID-19 funds herein and previously funded.

Overtime: Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act, 2021, Division M - Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260), the American Rescue Plan Act of 2021 (P.L. 117-2) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to guarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS- CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting <u>guidance</u> is posted at: <u>https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf</u>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

Unallowable Costs:

- Research
- Clinical care
- Publicity and propaganda (lobbying):
 - o Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - 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 any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC-RFA-IP19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

<u>COVID-19 Funding Budget Revision Requirement</u>: The recipient must submit a revised budget with a narrative justification within 60 days of receipt of the Notice of Award. If the date falls on a weekend or holiday, the submission will be due the following business day. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.</u>

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information

System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1 2939 Flowers Road, MS-TV-2 Atlanta, GA 30341 Email: <u>kuv1@cdc.gov</u> (Include "Mandatory Grant Disclosures" in subject line) U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 3301Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1- 800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to <u>hhstips@oig.hhs.gov</u> or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of **Page 2** of the Notice of Award must be known to draw down funds.

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

1. Cancellation / Termination

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

- 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:
 - 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.
- 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).
- 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: <u>Ukraine-Russia (ca.gov)</u>.

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 (<u>https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions</u>). 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 Requirments
- 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 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 electoronic 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 \$10,000 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 Immunization Branch 850 Marina Bay Pkwy., Bldg. P Richmond, CA 94804

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)

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

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

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

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

- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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 \$10,000 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:

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Drinted Name and Title of Darson Cianing	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of

Date		

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	

Printed Name and Title of Person Signing

Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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