

**Health Resources and Services Administration (HRSA)**  
**National Bioterrorism Hospital Preparedness Program**  
**Local Funding Agreement**  
County of Tulare

1. This Agreement is entered into between the California Department of Health Services, herein after referred to as "CDHS," and the County of Tulare, herein after referred to as "local entity".
2. This Agreement provides the local funding award for the HRSA federal cooperative agreement budget period September 1, 2005 through August 31, 2006.
3. The maximum payable under this Agreement is \$355,709.
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A — Scope of Work	4 Pages
Exhibit B — Budget Detail and Budget Provisions	4 Pages
Exhibit C — Additional Provisions	2 Pages
Exhibit D(F) — Special Terms and Conditions	26 Pages
Exhibit E — Invoice	1 Page
Exhibit F — County of Tulare Approved Funding Application, and Plan	33 Pages
Exhibit G — Budget	9 Pages

APPROVED AS TO FORM:  
COUNTY COUNSEL

By  Deputy

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME County of Tulare	
BY (Authorized Signature)	DATE SIGNED (Do not type - signer must date)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Health Services	
BY (Authorized Signature) 	DATE SIGNED 3-17-06
ADDRESS MS 7002, P.O. Box 997413, Sacramento, CA 95899-7413	

**EXHIBIT A**  
**Scope of Work**  
**Health Resources and Services Administration (HRSA)**  
**National Bioterrorism Hospital Preparedness Program**  
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**1. Service Overview**

This Agreement is entered into between the California Department of Health Services, hereinafter referred to as "CDHS," and the County of Tulare, hereinafter referred to as the "local entity." The local entity agrees to provide to CDHS the services described herein.

The local entity shall carry out activities to upgrade local preparedness for and response to bioterrorism (BT), other outbreaks of infectious disease, and other public health threats and emergencies in accordance with CDHS' 2005 cooperative agreement application for the Health Resources and Services Administration (HRSA) National Bioterrorism Hospital Preparedness Program, and the attached County of Tulare funding application, plan, and budget for HRSA local funding, as approved by CDHS and incorporated by reference herein and attached as Exhibit F.

**2. Service Location**

The services shall be performed at applicable facilities in the County of Tulare.

**3. Service Hours**

The services shall be provided during normal facility working hours and days, as well as other hours and days the facilities deem appropriate.

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Health Services</b>	<b>Local Entity</b>
Anne Arroyo Emergency Preparedness Office Telephone: (916) 650-6462 Fax: (916) 552-9984 E-mail: <a href="mailto:aarroyo2@dhs.ca.gov">aarroyo2@dhs.ca.gov</a>	Marla Phillips Staff Services Analyst II County of Tulare Telephone: 559-737-4660, ext 2349 Fax: 559-624-1071 Email: <a href="mailto:mphillip@tularehhsa.org">mphillip@tularehhsa.org</a>

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B. Direct all inquiries to:

<b>California Department of Health Services</b> Emergency Preparedness Office Local HRSA Agreement Attention: Ted Selby MS 7002 P.O. Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 650-6461 Fax: (916) 552-9984 E-mail: <a href="mailto:tselby@dhs.ca.gov">tselby@dhs.ca.gov</a>	<b>Local Entity</b> County of Tulare Attention: Marla Phillips Staff Services Analyst II 5957 S. Mooney Blvd Visalia, CA 93277, CA 93721  Telephone: 559-737-4660, ext 2349 Fax: 559-624-1071 E-mail: <a href="mailto:mphillip@tularehhsa.org">mphillip@tularehhsa.org</a>
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C. Either party may make changes to the information in this paragraph by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Activities to be Performed**

The local entity shall perform activities as outlined in the attached funding application, plan, and budget for HRSA local funding, as approved by CDHS. Activities performed shall serve to upgrade hospitals, clinics, and emergency medical services systems preparedness for and response to bioterrorism (BT), other outbreaks of infectious disease, and other public health threats and emergencies. The CDHS will maintain on file all documents referenced herein and any subsequent updates.

**6. Reporting Requirements**

Written progress reports and expenditure reports must be submitted as shown below. The purpose of the progress reports and expenditure reports is to

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document activities and expenditure of funds. The due dates for the progress and expenditure reports are:

<u>Period Covered</u>	<u>Interim Report Due</u>	<u>Final Report Due</u>
03/01/06 –08/31/06	02/15/06*	10/15/06

\* The submission of the data for the Surge Data Survey will be substituted for the Interim Progress Report. The data for the survey is due to CDHS no later than March 1, 2006.

- A. Each progress report shall include, but not be limited to, data and information required by statute and information needed to satisfy federal reporting and CDHS monitoring requirements. The reports shall be submitted in accordance with procedures and a format required by CDHS.
- B. The local entity shall, as a part of its progress and expenditure reports to CDHS, display cost data and the activities funded by the moneys allocated via this Agreement. These reports must display costs in each critical benchmark and be in accordance with the reporting requirements developed by CDHS.
- C. The reports shall identify and describe the actual costs incurred by critical benchmark in accordance with the approved funding application, plan, and budget.

**7. Expenditure and Program Requirements**

- A. In accordance with the signed conditions of funding form submitted by all recipients of HRSA funds as part of the funding application, plan, and budget, funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.
- B. In executing this Agreement, the local entity assures that it will comply with the funding application, plan, and budget approved by CDHS.
- C. Funds made available are limited to activities as proposed in the funding application, plan, and budget submitted for each critical benchmark and approved by CDHS.

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**8. Allowable Informal Scope of Work Changes**

- A. The local entity or CDHS may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the local entity's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDHS.
- E. In implementing this provision, the CDHS may provide a format for the local entity's use to request informal SOW changes. If no format is provided by the CDHS, the local entity may devise its own format for this purpose.

**Exhibit B**

**Budget Detail and Payment Provisions  
Health Resources and Services Administration (HRSA)  
National Bioterrorism Hospital Preparedness Program  
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**1. Term of Agreement**

This Agreement provides the local funding award for the HRSA federal cooperative agreement budget period September 1, 2005 through August 31, 2006. Funds allocated under this agreement must be obligated by August 31, 2006 and liquidated as required by HRSA within 15 months of the end of the grant period.

**2. Accountability Requirements**

- A. CDHS may recoup funds that are not spent for allowable purposes as specified in the Scope of Work and determined by CDHS. CDHS will meet with officials of the local entity prior to recouping such funds.
- B. CDHS may withhold payments if the local entity is not in compliance with the terms and conditions of this Agreement, or the approved funding application, plan, and budget. CDHS will meet with officials of the local entity prior to withholding or reducing such payments.
- C. The local entity shall return unexpended funds unless carry over of such funds is approved by CDHS and allowed by HRSA.

**3. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act and/or other state statute 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, CDHS shall have no liability to pay any funds whatsoever to the local entity or to furnish any other considerations under this Agreement and the local entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or other statute for purposes of this program, CDHS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the local entity to reflect the reduced amount.

**4. Federal Cooperative Agreement 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

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fiscal delays that would occur if the Agreement were executed after that determination was made.

- B. The Agreement is valid and enforceable only if sufficient funds are made available to CDHS by the United States Government for the period 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.
- 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.

**5. Use of Funding**

Funds in the amount up to \$355,709 are hereby awarded in accordance with Exhibit A and the attached project narrative and budget to implement the HRSA critical benchmarks in accordance with the attached funding application, plan, and budget as approved by CDHS. The actual funds being requested may be less than the maximum allocation for the county. The county may access these funds upon submission of a narrative outlining the proposed usage of the funds, a revised budget, and written approval from CDHS.

**6. Amounts Payable**

This Agreement provides the local funding award for the HRSA federal cooperative agreement budget period September 1, 2005 through August 31, 2006 to address the HRSA critical benchmarks.

Equipment and supplies itemized in the local funding application, plan, and budget as approved by CDHS that are available via CDHS' prime vendor contract will be purchased directly by CDHS and delivered to the entities named in the plan. The approved budget for such purchases is identified as "CDHS Direct Purchases." Goods and services not purchased directly by CDHS will be purchased or provided by the local entity and/or its subcontractors. The approved budget for such goods and services is identified as "Local Entity Purchases." In addition, this Agreement awards an administrative fee to the local entity, based on "Local Entity Purchases." The approved budget for the administrative fee is identified as "Local Entity Administrative Fee."

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**7. Invoicing and Payment**

**A. Advance Payments**

Upon receipt of a signed copy of this Agreement, CDHS will advance to the local entity 25 percent of the combined amount payable under "Local Entity Purchases" and "Local Entity Administrative Fee." The local entity must liquidate or offset the amount of the advance with invoices prior to receiving any additional payments.

**B. Invoices**

The local entity must submit invoices in duplicate at a minimum quarterly in arrears to:

California Department of Health Services  
HRSA Local Agreement  
Attention: Ted Selby  
MS 7002  
P.O. Box 997413  
Sacramento, CA 95899-7413

Invoices shall:

- 1) Be prepared in the spreadsheet format that is attached as Exhibit E. A spreadsheet invoice must be submitted against expenditures made in a billing period. Each expenditure should be itemized in the same category of the spreadsheet as was presented in the application budget.
- 2) Each spreadsheet invoice must bear the local entity name, the contract number, and the billing period.
- 3) Each spreadsheet invoice must be signed by an authorized official, designated employee, or agent of the local entity certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 4) The local entity shall maintain the supporting documentation that substantiates the expenses being claimed on the invoice. This may include a copy of Memorandums of Understanding (MOU), copies of receipts/invoices from private vendors, etc. This documentation shall be maintained by the local entity for a minimum of seven years.



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**8. Allowable Line Item Shifts**

- A. **Redirection of funds within a critical benchmark:** Redirection of funds within a critical benchmark of an amount of a cumulative threshold of 25 percent requires prior approval by CDHS.
- B. **Redirection of funds less than the prior approval threshold within a critical benchmark:** When redirecting funds within a critical benchmark in amounts less than the prior approval threshold, the local entity shall inform CDHS of the details of the redirection to ensure proper documentation and accountability.
- C. **Redirection of funds from one critical benchmark to another:** Any redirection of funds from one critical benchmark to another requires prior approval by CDHS, even if the amount is less than the cumulative threshold.

**9. Unobligated Balances**

At any time during the term of this Agreement, CDHS may ask the local entity to identify unobligated funds. The presentation of this information shall be in a manner prescribed by CDHS to include identification of unobligated funds by critical benchmark and line item.

**Exhibit C**  
Additional Provisions  
Health Resources and Services Administration (HRSA)  
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**1. Additional Incorporated Exhibits**

- A. The attached Exhibit D(F) entitled "Special Terms and Conditions" consisting of 26 pages, is incorporated and made a part of this agreement by this reference except for provisions 3, 4, 5(a), 6, 12, 13, 17, 22, 23, 27, and 31. The term "Contractor" in Exhibit D(F) shall mean local entity.
- B. The following documents and any subsequent updates, whether or not attached, are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDHS, as required by program directives. CDHS shall provide the local entity with copies of said documents and any periodic updates thereto, under separate cover. CDHS will maintain on file, all documents referenced herein and any subsequent updates.
  - 1) The attached County of Tulare application, plan, and budget for HRSA local funding.
  - 2) September 21, 2005, California Department of Health Services 2005 Local Guidance Application for Health Resource Services Administration National Bioterrorism Hospital Preparedness Program.

**2. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**3. Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDHS, the local entity shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

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- C. Agreement termination or cancellation shall be effective as of the date indicated in CDHS' notification to local entity. The notice shall stipulate any final performance, invoicing, or payment requirements.
- D. In the event of early termination or cancellation, local entity 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 Agreement.

**5. Dispute Resolution**

In addition to the dispute resolution process set forth in Exhibit D(F), CDHS may recoup from the local entity any moneys allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d). CDHS may also recoup funds expended by the local entity or a subcontractor in violation of subdivision (d) of Section 101315 of the California Health and Safety Code. CDHS may withhold payments of moneys to a local entity if the local entity is not in compliance with this article or the terms of the local plan as approved by the department. Before any funds are recouped or withheld from the local entity, the department shall meet with local entity officials to discuss the status of the unspent moneys or the disputed use of the funds, or both.

**Special Terms and Conditions***(For federally funded service contracts and grant awards)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean "grant", "Grantee" and "Subgrantee" respectively.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this agreement unless the provisions are removed by reference on the face of the agreement, the provisions are superseded by an alternate provision appearing elsewhere in the agreement, or the applicable conditions do not exist.

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**1. Federal Equal Opportunity Requirements**

(Applicable to all federally funded agreements.)

- a. The Contractor 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 Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHS, 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 Contractor'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 Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, 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.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from DHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in DHS' Travel Reimbursement Information Exhibit. If the DPA 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. Exceptions to DPA rates may be approved by DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

### a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either

deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### **4. Equipment Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 4, the definitions in Provision 3, Paragraph a shall apply.

Unless otherwise stipulated in this agreement, all equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement shall be considered state equipment and the property of DHS.

- (1) DHS requires the reporting, tagging and annual inventorying of all equipment and/or miscellaneous property that is furnished by DHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:
  - (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHS according to the instructions appearing on the inventory form or issued by the DHS program contract manager.
  - (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.



- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.
  - (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHS program contract manager.
- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under this agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of

automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

#### **Automobile Liability Insurance**

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
  - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

#### **5. Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Entities of any type that will provide subvention aid or direct services to the public,
    - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- b. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
  - (1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make copies available for approval, inspection, or audit.
- e. DHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.
- f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS to the Contractor, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to

allow interviews of any employees who might reasonably have information related to such records."

- i. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 32.

## 6. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS under this agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor 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 Contractor's and/or subcontractor'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. Contractor agrees that DHS, the Department of General Services, 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. Contractor 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 Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor 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.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

## **8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **9. Federal Contract 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. DHS 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.

## **10. Intellectual Property Rights**

### **a. Ownership**

- (1) Except where DHS has agreed in a signed writing to accept a license, DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2004, etc.], State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

**f. Warranties**

- (1) Contractor represents and warrants that:
  - (a) It is free to enter into and fully perform this agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
  - (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution,

and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.
- (2) DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or



action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

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

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

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

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this contract and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHS program contract manager. If the problem cannot be resolved informally, the Contractor 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 Contractor'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 Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor'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 Contractor 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 Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor 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, Subchapter 2.5, commencing with Section 251, 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 DHS, all dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.
- e. There are organizational differences within DHS' 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 Contractor shall be notified in writing by the DHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit

requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

**17. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this agreement, Contractor 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.

**18. Novation Requirements**

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHS will initiate an amendment to this agreement to formally implement the approved proposal.

**19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this agreement, the Contractor/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 agreement, the Contractor 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 Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHS program funding this contract.
- 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 Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHS may terminate this agreement for cause or default.

## 20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## 21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement 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 Contractor for the purpose of securing business. For breach or violation of this warranty, DHS shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

## 22. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this contract, DHS may, at its discretion, withhold 10 percent (10%) of the face amount of the agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHS receives a final report that meets the terms, conditions and/or scope of work requirements of this agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

DHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.



- d. To be an allowable fringe benefit, the cost must meet the following criteria:
    - (1) Be necessary and reasonable for the performance of the agreement.
    - (2) Be determined in accordance with generally accepted accounting principles.
    - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
  - e. Contractor agrees that all fringe benefits shall be at actual cost.
  - f. Earned/Accrued Compensation
    - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
    - (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3)(b) for an example.
    - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.
- (b) **Example No. 2:**
- If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).
- (c) **Example No. 3:**
- If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**31. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded contracts 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 contract, subcontract, grant, or 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 contract or grant or any extension or amendment of that contract or 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 contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or 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 DHS 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, 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, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

## Attachment 1

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES

## 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 subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

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Name of Contractor

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Printed Name of Person Signing for Contractor

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Contract / Grant Number

---

Signature of Person Signing for Contractor

---

Date

---

Title

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

Department of Health Services  
(Name of the DHS program providing the funds)  
(Program's Street Address, Room Number, and MS Code)  
P.O. Box 997413  
Sacramento, CA 95899-7413

## Attachment 2

**CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  Prime _____ Subawardee _____ Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</b>		<b>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</b>
(attach Continuation Sheet(s) SF-LLL-A, If necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual _____ planned _____	<b>13. Type of Payment (check all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> a. cash b. in-kind, specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, If necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ No _____		
<b>16. 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 Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL

## 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 recipients 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. Use the SF - LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 1<sup>st</sup> 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-90401."
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 entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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.

## EXHIBIT F APPLICATION COVER SHEET

Project Budget Period: September 1, 2005 – August 31, 2006

Jurisdictions Participating in this Application: County of Tulare

Amount Authorized from Appendix I of the Guidance: \$ 355,709

Contractual: \$ 14,000

CDHS-Purchased Equipment and Supplies  
Amount Requested: \$ 167,089

Non-CDHS Purchased Equipment and Supplies  
Amount Requested: \$ 78,206

Personnel (Implementation) Costs Requested: \$ 50,000

Local Entity Amount (up to 15%): \$ 46,395

**Total amount requested (not to exceed amount  
authorized, including fiscal agent amount): \$ 355,690**

Local Entity Contact Information:

Name: Marla Phillips

Title: Staff Services Analyst II

Authorized Agent Mailing Address: 5957 S. Mooney Blvd

City, State, Zip Code: Visalia, CA 93277

Telephone Number: 559-737-4660, ext 2349

Fax Number: 559-624-1071

E-mail Address: [mphillip@tularehhsa.org](mailto:mphillip@tularehhsa.org)

## **Attachment B – Application Narrative**

### **INTRODUCTION:**

Please provide an overview of the following components as they relate to the local entity/coalition and the considerations taken based on the components during your planning process.

- Describe the planning process and representatives included.
- Describe area demographics and topography including county population and major rural and urban priorities in the planning process
- Describe components of the local health care system from critical care, inpatient, out-patient, and pre-hospital including considerations for triaging contagious patients before they enter health care facilities.
- Describe relative risks of a terrorist act and or natural disasters, i.e., popular tourist attractions, extensive agriculture resources, concentration of government buildings/activities.

1) Tulare County Health & Human Services Agency, Emergency Services, has convened a HRSA Planning Committee comprised of representatives from hospitals, clinics, mental health, public health, Emergency Services, ambulance companies, and the Tulare County Medical Society to address HRSA Benchmarks. Requests to participate in the HRSA Planning Committee went out to all entities that were recommended to participate in the planning process. Tulare County does not have a poison control center, metropolitan medical response system (MMRS), or a university. Tulare County does have one tribal health program at the Tule River Reservation; however, they did not participate in the planning process despite receiving numerous invitations. The planning committee met multiple times during the fall of 2005 to discuss the Benchmarks addressed in the Year 4 grant and Tulare County's current resources and needs as it relates to the Benchmarks.

2) Tulare County is centrally located in the San Joaquin Valley of California with a population of 409,871 and a land area of 4,863 square miles. The western one third of the County is rich agricultural lowlands that are characteristic of the San Joaquin Valley. Most of the population is concentrated on the western side of the County in the foothill and valley areas, which comprise two thirds of the land area. The other third comprises national and state parks. Tulare County is characterized by three major cities; Tulare, Porterville, and Visalia and surrounded by 5 incorporated towns and numerous unincorporated areas. Planning for bioterrorism and other emergencies focuses on the western side of the County where the County's population is concentrated. Hospital preparedness is focused on Visalia, Tulare, and Porterville where our 3 area hospitals are located.

Tulare County, with its mix of urban and rural areas, is theoretically subject to a range of potential public health and biological threats, including terrorist acts that target Tulare County as a major agriculture and transportation center, or the introduction of disease-causing agents that may affect livestock in addition to humans. In addition, natural flooding, high wind, and severe winter fog conditions are recognized natural hazards.

3) The Tulare Operational Area medical system is composed of 3 critical care facilities, located in Visalia, Tulare, and Porterville. These facilities offer both in and out-patient services and some offer mental health, pediatric and clinical services. There are also 26 Federally Qualified Health Clinics (FQHC) FQHC look-alike clinics, and Rural Health Clinics located within the operational area providing out-patient services. Pre-hospital services are provided by 5 ALS/BLS private ambulance services and one fire based ambulance provider service. The private providers include American Ambulance of Visalia, Mobile Life Support, Exeter District Ambulance, Imperial Ambulance, and LifeStar Ambulance. The fire based ambulance provider is the City of Dinuba Fire Department. In addition, we have three volunteer ambulance providers that provide service to the communities of Three Rivers, Camp Nelson, and California Hot Springs. The ambulance providers perform field triage prior to hospital arrival; however, the local hospitals are not constructed in a way to facilitate a pre-facility entry triage of arriving patients.

## **Attachment B – Application Narrative**

4) The likelihood that biological agents will become a problem in Tulare County is uncertain, and the risk is likely to vary with time and circumstances. Global travel generally increases the risk for introduction of unusual infections. These include naturally-occurring diseases, some of which could be recent mutations that result in an increased potential for causing wide-spread epidemics (e.g., influenza). Tulare County does not differ from any other population center in this respect. However, because Tulare County does not directly receive a large volume of international travelers, the appearance of newly introduced diseases may be somewhat more likely to initially appear elsewhere. On the other hand, as a major agricultural center, Tulare County is vulnerable to infections and diseases introduced into the livestock and agricultural areas of the County. Because of the agricultural character of Tulare County, certain vectors for disease outbreak exist and are more difficult to control than within an urban environment (example: West Nile Virus). Methods for deliberate introduction of disease-causing infections or toxins can vary widely.

The most likely target of a terrorist attack within Tulare County is the annual World Ag Expo that occurs at the International Agri-Center in Tulare. This venue attracts 120,000 people from around the world to a 3-day agricultural event. The close concentration of a large number of people and animals makes this attraction a likely target for the release of a biological or chemical agent directed at humans or livestock.

The following narrative describes how Tulare County intends to utilize our Year 4 HRSA grant allocation.

Name of Local Entity: Tulare County

Date: 11/21/05



## Attachment B – Application Narrative

### HRSA PRIORITY AREA #2: SURGE CAPACITY

#### CRITICAL BENCHMARK #2-1: HOSPITAL BED CAPACITY

Establish systems that, at a minimum, can provide triage treatment and initial stabilization, above the current daily staffed bed capacity, for the following classes of adult and pediatric patients requiring hospitalization within three hours in the wake of a terrorism incident or other public health emergency:

- a. 500 cases per million population for patients with symptoms of acute infectious disease – especially smallpox, anthrax, plague, tularemia and influenza;
- b. 50 cases per million population for patients with symptoms of acute botulinum intoxication or other acute chemical poisoning – especially that resulting from nerve agent exposure;
- c. 50 cases per million population for patients suffering burn or trauma; and
- d. 50 cases per million population for patients manifesting the symptoms of radiation-induced injury – especially bone marrow suppression.

#### Minimal Level of Readiness

Awardees will have systems that allow for the triage treatment and initial stabilization for the following classes of adult and pediatric patients requiring hospitalization within three hours in the wake of a terrorism incident or other public health emergency:

- 500 cases per million population for patients with symptoms of acute infectious disease – especially smallpox, anthrax, plague, tularemia and influenza;
- 50 cases per million population for patients with symptoms of acute botulinum intoxication or other acute chemical poisoning – especially that resulting from nerve agent exposure;
- 50 cases per million population for patients suffering burn or trauma; and
- 50 cases per million population for patients manifesting the symptoms of radiation-induced injury – especially bone marrow suppression.

1. Please list the number of patients for whom triage, treatment and initial stabilization would be available within three hours in the wake of a terrorism incident or other public health emergency:

Patients with symptoms of acute infectious disease? 49  
Patients with symptoms of acute chemical poisoning? 49  
Patients with symptoms of acute botulinum intoxication or other acute chemical poisoning? 40  
Patients suffering burn or trauma? 35  
Patients manifesting symptoms of radiation-induced injury? 20

In calculating the above data, Tulare County had to take into account typical patient flow into the EDs (patients that must be seen immediately or very soon) as well as bed space, staff, and equipment available within 3 hours of an incident to triage, treat, and stabilize patients. The number is a best estimate and could change based on hospital conditions. This number would not equal the total number of beds available within the County at the start of the incident. However, over time the available beds (93+145=238) could be filled, if needed. The 93 potentially available beds within the hospital would need to be staffed, requiring call-backs and longer staff shifts-a process that would take a little bit of time. In addition, depending on the infectious disease, the Health Officer would need to consider whether filling empty hospital beds with infectious people and potentially exposing existing patients would be a good idea. It might be necessary to utilize only isolation rooms and the temporary beds (tents, cots, manually adjustable hospital beds) to

## **Attachment B – Application Narrative**

triage and treat the infectious patients, while isolating them from the other patients within the hospitals. Likewise, it would initially take time to set-up the “temporary hospital.” Therefore, the number of infectious disease patients that could be triaged, treated, and stabilized in the first three hours would only be a percentage of the total available beds within the County. Eventually, given sufficient staff and equipment, we could potentially fill all 238 beds with patients.

### **2. Briefly describe your level of preparedness to date and list the proposed activities that will occur in FY 05 under this benchmark.**

At present, current bed capacity and hospital staff resources would be quickly overwhelmed in the event of a large-scale incident, specifically one that involved contagious agents. Because of this, the group anticipates community health centers will play a large role in triaging, stabilizing and treating affected patients prior to transport to the hospital and off-site bed space will be required.

Resources for treatment of acute respiratory symptoms in the 3 hospitals include 81 respiratory therapists and 58 ventilators. Three additional ventilators were approved with Year 3 funding and will be purchased shortly.

One Casualty Management Shelter and accessories and 20 cots were purchased in Year 1 of the HRSA Cooperative Agreement for Tulare District Hospital, which is currently the only hospital shelter in the County. In the Year 2 Cooperative Agreement, Tulare County purchased an EMS shelter system to be deployed to the incident site for the purpose of triaging and treating patients on the scene or to an area hospital to provide additional bed capacity. The EMS shelter system consists of 2 TVI Casualty Management Shelters (2 large), 1 Logistics Shelter, and accessories and 50 cots. Also in Year 2, Tulare County purchased a mobile shelter system including four (4) 19X35 shelters with accessories, 15 hospital beds, 60 disc-o-beds (cots) and a storage/transport trailer that doubles as a logistics command center. The 4 shelters, accessories, beds, and cots will be housed within the trailer and will be ready for deployment to any local hospitals in the event of a local emergency or to an out-of-County hospital in the event of a mutual aid request. The County has initiated a work order with the County Resource Management Agency for the transport of the trailer. Acquiring these shelters has established the groundwork for a system that will enhance Tulare County’s ability to triage and treat the anticipated surge of patients requiring hospitalization from a biological, chemical, radiological, or explosive terrorist incident.

Currently, on any one-day there are 93 empty hospital beds in the County-less than half of the number needed to meet the critical benchmark minimum of 1:2000. Through previous HRSA purchases, the County will be able to accommodate an additional 145 patients with the use of the purchased tents and cots. Therefore, at this time the County meets the critical benchmark minimum of 1:2000. In addition to the progress made to date, the Committee is planning to have the HRSA Coordinator work with the Radisson hotel located adjacent to Kaweah Delta District Hospital to discuss the possibility of entering into an MOU for the purpose of providing bed space in a large-scale event that overwhelms the capacity of the hospital. The hotel could potentially be an invaluable resource providing beds, linens, bathrooms, and food-all of which would be in short supply.

The County has made significant progress regarding bed space, however, if area hospitals do not have other medical items needed for surge capacity such as ventilators, patients may be transported via ambulance or helicopter to Bakersfield, Fresno, or Madera County hospitals (Kern Medical Center, University Medical Center, Valley Children’s Hospital).

Utilizing Year 2 funding, Tulare County developed a draft Surge Capacity Plan that is currently being reviewed by the State. The plan will undergo further refinement this year with the assistance of the HRSA Coordinator position.

## Attachment B – Application Narrative

Year 4 funds will be utilized as follows:

### Tulare District Hospital:

Purchase includes:

- 1-LTV 1000 Ventilator and 2 Vapotherm Units to be used in a public health emergency requiring respiratory support such as botulism intoxication and influenza, including avian influenza.
- 1-Triage Tag (pack of 50) and 1-Rapid Response Triage Kit for the purpose of triaging a surge of patients.
- 3-Stryker Evacuation Chairs to easily and quickly move patients in the hospital.
- 1-Heavy Duty Shelter (10X20), 4 zipper front walls, 1 storage bag, and 1 heavy duty platform truck to be used in a surge event requiring triaging and initial stabilization outside of the emergency room.

### Kaweah Delta District Hospital:

Purchase includes:

- 4-Stryker Evacuation Chairs, 4-locking rear lift handles, 4-chair covers, and 4-wall brackets to easily and quickly move patients in the hospital.
- 3-3'x6' Flatbed cart systems to move needed surge capacity supplies quickly and easily.
- 1-10,000 watt Honda generator to provide power outside of the hospital.

### Sierra View District Hospital:

Purchase includes:

- 1-3'x6' Flatbed cart
- 20-military folding cots to be used for a surge of patients or for hospital staff that will not be able to leave the hospital to rest.

### Central California EMS:

Purchase includes:

- 2-trailers to house EMS supplies purchased in Year 2 (tents, cots, and PPE)
- 10-packages of blankets to be included with the tents and cots.
- 50-backboards

### Local Op Area:

Purchase includes:

- 1-Heavy Duty Platform Truck (Graininger equipment for moving heavy equipment). This is not a vehicle.
- 20-packages of blankets to be included in the mobile response unit with the shelters, hospital beds, and cots.
- 15-SimplerLife portable adjustable hospital beds to be included in the mobile response unit with the shelters, hospital beds, and cots. These

**Attachment B – Application Narrative**

additional beds will be necessary for patients with respiratory distress that cannot lie flat on cots.

3. Please provide a timeline for completing each proposed activity.

All activities listed above will be completed prior to August 31, 2006.

## Attachment B – Application Narrative

### HRSA PRIORITY AREA #2: SURGE CAPACITY

#### CRITICAL BENCHMARK #2-2: ISOLATION CAPACITY

Ensure that all participating hospitals have the capacity to maintain, in negative pressure isolation, at least one suspected case of a highly infectious disease (e.g., smallpox, pneumonic plague, SARS, influenza and hemorrhagic fevers) or febrile patient with a suspect rash or other symptoms of concern who might be developing a highly communicable disease.

Awardees must identify at least one regional healthcare facility, in each awardee defined region, that is able to support the initial evaluation and treatment of at least 10 adult and pediatric patients at a time in negative pressure isolation within 3 hours post-event.

#### Minimal Level of Readiness

1. 100% of participating hospitals have the capacity to maintain at least one suspected highly infectious disease case in negative pressure isolation.
2. 100% of awardee defined regions will have identified and upgraded (if needed) regional healthcare facilities to support the initial evaluation and treatment of at least 10 adult and pediatric patients at a time in negative pressure isolation within 3 hours post-event.

1. Please list the hospitals that have the capacity to maintain at least one suspected highly infectious disease case in negative pressure Isolation.

Kaweah Delta District Hospital, Tulare District Hospital, Sierra View District Hospital

2. Please list the proposed activities that will occur in FY 05 under this benchmark.

Even though Tulare County has met the minimum benchmark, the committee believes that additional isolation rooms would be extremely beneficial in a public health emergency caused by a highly infectious agent. Therefore, a total of \$16,749 Year 4 funds are being requested by KDDH. These funds will be utilized as follows: 1-Mintie Technologies ECU2 Bundle, 2-Mintie Technologies OA1000V HEPA negative air machines, 1-Handheld Digital Manometer, 2-Replacement HEPA Filters, 5-Replacement Poly Pad, 1-RxAir Model 3000 Air Purification System, and 1-RxAir Negative Pressure Isolation Kit. These supplies will allow the hospital to convert a normal hospital room into an isolation room in a short period of time.

3. Please provide a timeline for completing each proposed activity.

This activity will be completed prior to August 31, 2006.

## Attachment B – Application Narrative

### HRSA PRIORITY AREA #2: SURGE CAPACITY

#### Critical Benchmark #2-5: PHARMACEUTICAL CACHES

Establish a regional system that insures a sufficient supply of pharmaceuticals to provide prophylaxis for 3 days to hospital personnel (medical and ancillary staff), hospital based emergency first responders and their families -- in the wake of a terrorist-induced outbreak of anthrax or other disease for which such countermeasures are appropriate.

#### Minimal Level of Readiness:

1. 100% of participating hospitals will have access to pharmaceutical caches sufficient to cover hospital personnel (medical and ancillary), hospital based emergency first responders and family members associated with their facilities for a 72-hour time period.

1a. Please report the number of hospital personnel (medical and ancillary) and hospital-based emergency first responders in the jurisdiction, by facility:

Kaweah Delta District Hospital-3,200  
Sierra View District Hospital-873  
Tulare District Hospital-650  
EMS-95

1b. Please report the number of family members associated with these facilities 12,864

1c. Please report the number of hospital personnel (medical and ancillary), hospital-based emergency first responders, and family members for whom a 3-day prophylaxis is available 0

2. Please list the proposed activities that will occur in FY 05 under this benchmark.

Tulare County was approved in Year 3 to purchase an antibiotic cache sufficient to cover 1,000 medical personnel and first responders. At this time, the County has not received word from the State that it can purchase these antibiotics using the State's contract with McKesson. It is anticipated that this purchase will be completed in the next few months. When the cache is obtained, it will be stored at Kaweah Delta District Hospital and rotated to maintain the potency of the medications. As Tulare County is unable to purchase a local cache of antiviral agents, Tulare will be spending \$36,400 on the purchase of Doxycycline, Ciprofloxacin, and Amoxicillin.

Tulare County is participating in the CHEMPACK project and will soon have one hospital and one ambulance CHEMPACK located within Visalia. The committee understands the value of having a large cache of nerve acting antidotes locally, however they also understand the short time frame in which these antidotes must be used to have any benefit and the challenges faced because of the large geographic region that must be covered by the CHEMPACK.

3. Please provide a timeline for completing each proposed activity.

Prior to August 31, 2006.

## Attachment B – Application Narrative

### HRSa PRIORITY AREA #2: SURGE CAPACITY

#### Critical Benchmark #2-6: PERSONAL PROTECTION

Each awardee must ensure adequate personal protective equipment (PPE) per awardee defined region, to protect current and additional health care personnel, during an incident. This benchmark is tied directly to the number of health care personnel the awardee must provide to support surge capacity for beds.

The level of PPE will be established based on the Hazards Vulnerability Analysis (HVA), and the level of decontamination that is being designed in CBM 2.7.

#### Minimal Level of Readiness

1. Awardees will possess sufficient numbers of PPE to protect both the current and additional health care personnel deployed in support of an event.
2. Awardees will develop contingency plans to establish sufficient numbers of PPE to protect both the current and additional health care personnel expected to be deployed in support of predictable high-risk scenarios.

1. Please list the number of PPE available in each participating hospital or health care system: \_\_\_\_\_

HHSa Clinics: none

Family Healthcare Network Clinics: none

Kaweah Delta District Hospital:

- PAPRs-58
- Gloves-11 boxes
- Level B Suites-228
- Rubber Utility Boots-92
- Cooling Vests-15
- Level C Suits-58
- Level D Suits-162

Tulare District Hospital:

- PAPRS-23
- Boots-36
- Gloves-72
- Cooling Vests-47
- Level B Suites-6
- Level C Suites-350

Sierra View District Hospital:

- Disaster Escape Kits-17
- Level B Suits w/ boots and gloves-12
- PAPRs-28
- Cooling Vests-21
- Level B Decontamination Coveralls-13

## Attachment B – Application Narrative

<p><u>Central California EMS (ambulance companies):</u>  Protective Eyewear-4 cases of 50  Tyvek Coveralls (hood/boots)-30 cases of 25  Personal Safety Suit Kit (Hazmat DOE)-350  Kappler Zyttron 300 Coverall-27 cases of 6</p>	
<p>2. Please list the proposed activities that will occur in FY 05 under this benchmark.</p> <p>Tulare County has purchased large quantities of PPE in previous grants and expects to receive near sufficient quantities through Year 3 purchases; therefore only a small quantity of PPE will be purchased utilizing Year 4 HRSA funds. In addition to PPE purchases, storage containers and duffel bags will be purchased so that PPE can be maintained properly and deployed quickly. A total of \$6,831 in equipment is being requested for Year 4. These funds will be utilized as follows:</p>	
<p><u>Kaweah Delta District Hospital:</u></p> <p>Purchase includes: 10-Full mask respirator for security personnel, 20-Akro Mils with attached lid container, and 1-Rubbermaid 5 Drawer locking utility cart.</p>	
<p><u>Sierra View District Hospital:</u></p> <p>Purchase includes: 2-Dupont coveralls (size L), 2-Dupont coveralls (size XL), 1-Ansell gloves (medium), 1-Ansell gloves (large), 4-Chemtape rolls.</p>	
<p><u>Central California EMS:</u></p> <p>Purchase includes:</p> <ul style="list-style-type: none"> <li>• 16-Akro Mils and attached lid container to store PPE and</li> <li>• 150-duffel bags to be distributed to paramedics and EMTs for the purpose of storing personal PPE.</li> </ul>	
<p>3. Please provide a timeline for completing each proposed activity.</p> <p>All purchases listed above will be completed prior to August 31, 2006.</p>	



## Attachment B – Application Narrative

### HRSA PRIORITY AREA #2: SURGE CAPACITY

#### Critical Benchmark #2-7: DECONTAMINATION

Insure that adequate portable or fixed decontamination systems exist for managing adult & pediatric patients as well as health care personnel, who have been exposed during a chemical, biological, radiological, or explosive incident in accordance with the numbers associated with CBM # 2-1.

#### Minimal Level of Readiness

Awardees will possess sufficient numbers of fixed and/or portable decontamination facilities for managing adult and pediatric victims as well as health care personnel, who have been exposed during a chemical, radiological, biological or explosive incident.

1. Please list the number of fixed and/or portable decontamination facilities available by participating hospital or health care system.

Kaweah Delta District Hospital: no fixed; 1-3 lane portable decontamination tent.

Tulare District Hospital: no fixed; 1-2 lane portable decontamination tent.

Sierra View District Hospital: no fixed; 1-1 lane portable decontamination tent.

2. Please list the proposed activities that will occur in FY 05 under this benchmark.

During the last year, Tulare County has participated in decontamination exercises and actual decontamination events that have depleted and/or worn existing decon resources. In addition, the exercises and actual events provided the opportunity for hospitals to identify resource gaps, specifically the need to communicate with the microphones and push to talk switches. Therefore, a total of \$68,259 in equipment is being requested for Year 4 to address decontamination. These funds will be utilized as follows:

#### Tulare District Hospital:

Purchase includes: 8-Ear Microphones, 8-Body Push-to-talk switches, 1-600 gallon water bladder, 1-TVI 30-gallon wastewater pump, and 1-25' Trailer.

#### Kaweah Delta District Hospital:

Purchase includes: 4-2' Overhead Light with Water-Tight Daisy-Chain Design, 50-Pre and Post Decon Kit-Youth, 50-Pre and Post Decon Kit-Adult, 50-Pre and Post Decon Kit-Large Adult, 10-Traffic Delineators, 3-Barrier Fences (100 ft x 4 ft. tall), 10-Yellow Caution Tape (3" x 1000 ft. "Hazardous Area Keep Out"), 10-Yellow Caution Tape (3" x 1000 ft. "Caution Do Not Enter").

#### Sierra View District Hospital:

Purchase includes: 12-Ear Microphones, 12-Body Push-to-talk switches, 1-Reeves 2-lane Decon Shower, 1-600 Gallon H2O Bladder, 1-Water Heater, 1-20' Collapsible Patient Roller System, 1-3X6 Flatbed cart, 50-Pre & Post Decon Kit-Large Adult, 12-Plastic Folding Barricade, 12-Battery Driven Barricade Lights, 12-Traffic Delineators.

**Attachment B – Application Narrative**

3. Please provide a timeline for completing each proposed activity.

The activities listed above will be completed prior to August 31, 2006.

## Attachment B – Application Narrative

### HRSA PRIORITY AREA #2: SURGE CAPACITY

#### Critical Benchmark #2-10: COMMUNICATIONS AND INFORMATION TECHNOLOGY

Establish a secure and redundant communications system that insures connectivity during a terrorist incident or other public health emergency between health care facilities and state and local health departments, emergency medical services, emergency management agencies, public safety agencies, neighboring jurisdictions and federal public health official

#### Minimal Level of Readiness:

All participating hospitals will have secure and redundant communications systems that allow connectivity to all other healthcare entities and emergency response agencies responding to a terrorist event or other public health emergency.

#### 1. Please describe the current communications capacity of the local jurisdiction:

The primary method for communication amongst hospitals, clinics, EMS, and the Emergency Operations Center in a disaster is telephone. Satellite phones are also available to communicate with some entities. StatusNet 911 is a web-based program that allows for communication between hospitals, public health, and dispatch centers via the intranet. StatusNet 911 allows these entities to share resource information such as bed capacity, etc. Radio is also a communication tool available for EMS, hospitals, and clinics. Tulare County has an MOU with amateur radio to provide radio communication at sites without radio capability.

The committee understands that effective communications is a high priority in an emergency. Currently, the three base hospitals within the County have a means to communicate with each other and one ambulance provider on a trunked communications system. In Year 2, the planning committee and a communications subcommittee determined to expand the current capability to include one base station and 35 handheld radios to provide additional communication equipment for EMS providers. Radios deployed to EMS will be used in the field and provide additional equipment needed for all available first responders to communicate to the dispatch center and hospitals. In addition to this work, the County began developing a microwave telecommunications network through the Homeland Security Grant and the Year 2 Cooperative Agreement funding to provide a redundant communication system for hospitals, and clinics. This network will provide voice and data communications separate from the telephone companies existing cellular and landline networks. The County network will connect law enforcement, firefighting, emergency services dispatching, hospitals, the larger community clinics and the County's emergency command system. The microwave network is built upon the existing system of radio towers used by emergency services. The ability to send voice and large amounts of data through microwave technology will provide an invaluable communication tool in the event of a bioterrorist attack or public health emergency. The development planned under the Homeland Security Grant and Year 2 funding began the infrastructure development to include the 3 area hospitals. The committee is currently continuing microwave development for the hospitals through Year 3 HRSA funding.

Outside of the options listed above, the County has been charged through the CDC Bioterrorism Preparedness Program to reach 90% of its provider community. In order to achieve this charge, Tulare County HHSA entered into a contract with the Tulare County Medical Society (TCMS) to maintain a comprehensive list of providers and healthcare facilities throughout the County and an alert system. Under this contract, TCMS will execute a communications/alerting system to provide health providers across the County with pertinent emergency data within 2 hours.

#### 2. Please list the proposed activities that will occur in FY 05 under this benchmark.

A total of \$19,000 is being requested under this benchmark for a site survey for microwave development and the purchase of equipment. During FY 05, Tulare County will begin work to include the larger clinic systems in the microwave telecommunication system described above. A committee will be

## **Attachment B – Application Narrative**

formed to determine which clinics will eventually be added to the microwave telecommunication system and to discuss what information will be shared and how. Three clinics will undergo a site survey over FY 05 to determine what equipment will be needed to add them into the microwave telecommunication network. A contract for the site surveys will be developed and is estimated to cost a total of \$12,000. Included with this document is a scope of work for the clinic site surveys. Once clinic sites are determined based on input from the HRSA committee members, a contract will be developed with a scope of work specific to the clinic sites selected. In addition, Kawaeh Delta District Hospital is requesting \$7,000 for 2 laptop computers and a LCD projector for their emergency operations center.

3. Please provide a timeline for completing each proposed activity.

All activities listed above will be completed prior to August 31, 2006.

## Attachment B – Application Narrative

### HRSA PRIORITY AREA #5: EDUCATION AND PREPAREDNESS TRAINING

#### Critical Benchmark #5: EDUCATION AND PREPAREDNESS TRAINING

Awardees will utilize competency-based education and training programs for adult and pediatric pre-hospital, hospital, and outpatient health care personnel responding to a terrorist incident or other public health emergency.

#### Minimal Level of Readiness

Education and training programs for adult and pediatric pre-hospital, hospital, and outpatient health care personnel are competency based.

1. Please indicate all education and training efforts to date:

#### Kaweah Delta District Hospital:

- HEICS
- First Responder Awareness Training
- First Responder Operations Training
- Hands-on Decontamination Training

#### Tulare District Hospital:

- HEICS
- Donning Class C Suits
- First Responder Awareness Training
- First Responder Operations Training
- Hands-on Decontamination Training

#### Sierra View District Hospital:

- First Responder Awareness Training
- First Responder Operations Training
- Hands-on Decontamination Training
- Hazmat-Use of Decontamination Escape

#### Central California EMS (ambulance companies):

- First Responder Awareness Training
- First Responder Operations Training
- Hands-on Decontamination Training

2. Please list the proposed activities that will occur in FY 05 under this benchmark.

The clinics have identified a need to better understand the issues associated with bioterrorism and infectious disease. Therefore, the Tulare County Health & Human Services clinics will host a speaker to educate staff on bioterrorism issues, weapons of mass destruction, infectious diseases, and PPE use in the clinics. No contract exists for this training as of yet, however, UCLA is being strongly considered to provide the training and has been contacted regarding our interest. An estimate of the training cost is \$2,000. National awareness and concern regarding biological terrorism and other disasters has increased dramatically. In most disaster situations, the role of the "first responder" belongs to fire, police, and emergency medical services. In the case of biological, chemical, and radiological terrorism incidents, however, physicians and other health practitioners will constitute the front line. The active participation of public health in the preparedness, response, and mitigation of an attack is essential and the need for specialized training and education for

## **Attachment B – Application Narrative**

the public health sector is critical.

To meet this need, the UCLA Center for Public Health and Disasters (CPHD) will work with Tulare County Health & Human Services Agency (TCHHSA) to provide appropriate and personalized curriculum on natural and man-made disasters including bioterrorism, public health response, and emergency management including incident command system. CPHD will conduct the training on-site at TCHHSA facilities.

CPHD will assess the needs and resources based on information provided by TCHHSA. The assessment will be used to personalize the content of the trainings. The training will include a combination of lecture and scenarios given via slide presentation and handouts. CPHD will provide all training materials.

The ability of staff members to apply the new information to case studies, scenarios, and a tabletop exercise will demonstrate an understanding of the importance of disaster preparedness, their role in a disaster, and appropriate disaster management response. CPHD will administer pre-and post-tests, and a training evaluation to perform this assessment. CPHD will use this information to create an overall evaluation report submitted to TCHHSA.

Included is a sample Agenda of a training provided by CPHD to TCHHSA in the Summer of 2005 to public health nurses. The attached agenda will be modified to meet the needs of the audience, staff in the primary care clinics.

In addition to this, the HRSA committee identified the need to have multiple trainers on staff at the hospitals to provide decontamination/Hazmat and WMD training to hospital staff. Therefore, the committee would like to send representatives representatives from our 3 hospitals to a Hazardous Materials Instructor Certification Course. The 4 ½ day course is offered once annually in San Luis Obispo at the California Specialized Training Institute. This year it is being offered from March 6-10. The course will allow individuals working in the local hospitals to be certified to train hospital staff in Hazardous Materials or Weapons of Mass Destruction courses. Having local people within the County to provide training continually to staff would be extremely beneficial and cost-effective. I have included with this document the CSTI training bulletin on the course. It is estimated that registration and travel for the training will cost \$5,000.

Therefore, a total of \$7,000 for training is being requested under this benchmark.

3. Please provide a timeline for completing each proposed activity.

Both trainings listed above will be completed prior to August 31, 2006.

## HRSA PRIORITY AREA #6: TERRORISM PREPAREDNESS EXERCISES

### Critical Benchmark #6: Terrorism Preparedness Exercises

As part of the state or jurisdiction's bioterrorism hospital preparedness plan, functional exercises will be conducted during FY 2005 and should be based on the Awardee HVA. These drills should involve several state agencies and implement the Incident Command Structure (ICS). To the extent possible, members of the public should be invited to participate. These exercises/drills should encompass, if possible, at least one biological agent. The inclusion of scenarios involving radiological and chemical agents as well as explosives may be included as part of the exercises/drills.

#### Minimal Level of Readiness

Awardees will conduct terrorism preparedness exercises/drills that:

- Contain elements addressing the needs of special populations;
- Emphasize a regional approach; and
- Are coordinated with other state, local and Federal drills and exercises to maximize resources.

1. Please indicate exercises that have been conducted by the entity and those exercises that funded hospitals and health care systems have participated in to date:

#### Operational Area:

- Mass Prophylaxis Exercise-Nov 2004
- Statewide Exercise-Nov 2004
- Statewide Exercise-Nov 2005

#### Public Health:

- Mass Prophylaxis Exercise-Nov 2004
- Statewide Exercise-Nov 2004
- Infectious Disease Investigation Tabletop-Spring 2005
- Pandemic Influenza Tabletop-Oct 2005

#### HHS/ASPR Clinics:

- Statewide Exercise-Nov 2004
- Statewide Exercise-Nov 2005

#### Tulare District Hospital:

- Statewide Exercise-Nov 2004
- Disaster Drill-Jun 2005

#### Kaweah Delta District Hospital:

- Statewide Exercise-Nov 2004
- Full-Scale Terrorism Drill-Spring 2005
- Functional Communications Drill-Summer 2005
- Statewide Exercise-Nov 2005

#### Sierra View District Hospital:

- Statewide Exercise-Nov 2004
- Statewide Exercise-Nov 2005
- Actual Internal Disaster-Loss of Meditech System in Jun 05
- Actual Disaster-bus crash in Apr 2004

#### Central California EMS (ambulance companies):

- Mass Prophylaxis Exercise-Nov 2004
- Statewide Exercise-Nov 2004
- Full-Scale Terrorism Drill at Kaweah-Jun 2005
- Statewide Exercise-Nov 2005

## **Attachment B – Application Narrative**

2. Please list the proposed activities that will occur in FY 05 under this benchmark.

Two of Tulare County's 3 hospitals, 2 ambulance companies, OES, and the Health & Human Services clinic system participated in the November 17, 2005 Statewide Exercise. Each entity participated in a table-top exercise and tested multiple communication systems. In addition, the County is currently planning a full-scale exercise to take place in March that will include law enforcement, fire, Hazmat, EMS, hospitals, clinics, and public health. The full-scale exercise will be conducted at the County's largest event center, the Tulare International Agri-Center and will test the hospital's ability to do decontamination and test the health care systems ability to take in a surge of injured patients at once. The homeland security grant is being utilized to fund the full-scale exercise planned in March.

The full-scale exercise will include the evacuation of a large event. Written into the scenario will be elements that address assisting the disabled in the evacuation process. Additionally, transportation and access to needed medical care will have to be addressed for this group in the drill. Other special needs populations likely to be at the event center would be non-English speaking individuals. Therefore, directions to evacuate as well as all other communication to the public will need to be translated into Spanish at a minimum.

The exercise planned for March will also include an EOC component. In this component, the PIOs will need to consider working with stakeholders and advocates that provide services to special needs populations, in order to provide information regarding the incident to non-English speakers, deaf, etc.

Because the scenario planned is localized, self-contained, and short lived we do not anticipate needing to do more to address the needs of special populations in this particular drill.

An additional drill in the early stages of planning that will focus on public health is the receipt of the SNS and set-up of a mass prophylaxis clinic. (dispensing will not be included). In this drill the EOC will need to address how to communicate with special needs populations and consider the possibility of setting up alternate mass prophylaxis sites or providing other mechanisms to dispense meds for certain special needs populations such as the elderly, home bound, and disabled. One idea that has been considered to dispense medications to home bound is for nurses to drive along with delivery staff from the Nutrition program that delivers meals to the home bound in Tulare County.

A total of \$158,18 is being requested in Year 4 by Kaweah Delta District Hospital to provide refreshments to exercise participants and volunteers. These funds will be utilized to purchase: 1-Igloo Plastic Dispensing Cooler, 20-Gatorade Instant Powder Lemon-Lime makes, and 1-Igloo 40 qt Ice Chest.

3. Please provide a timeline for completing each proposed activity.

The Statewide exercise will be completed in November 2005 and the full-scale exercise will be completed in March 2006. Purchases will be completed prior to August 31, 2006.



### **Attachment C – Conditions of Funding**

***Please return with the funding application an original for each hospital or health care system receiving HRSA funds and/or equipment and supplies purchased with HRSA funds.***

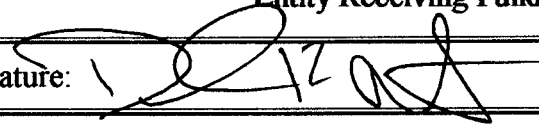
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Central California EMS

I hereby certify that the above-named entity will:

- 1) NOT use HRSA Cooperative Agreement funds allocated by the California Department of Health Services (CDHS) to supplant funding for existing levels of service and that funds will only be used for the purposes specified in the local entity application approved by CDHS.
- 2) Develop a facility surge capacity plan
- 3) Participate in regional planning for surge capacity. Regional surge plans should reflect a hazard analysis for the region and include plans to provide mutual aid among hospitals and other health care facilities.
- 4) Provide data as set out in Appendix IV of the CDHS Local Guidance in time for submission of Mid-Year and End of the Year Progress Reports to DHS. Progress reports are due on February 15, 2006 and October 15, 2006.
- 5) Participate in regional meetings and regional training, drills and exercises to meet requirements of HRSA benchmarks 5 and 6.
- 6) Ensure that HRSA purchased equipment, supplies, and pharmaceutical caches are stored, tested and available for use during any terrorist incident or other approved public health disaster.
- 7) Ensure that staff is trained on use of HRSA purchased equipment and HRSA policies and procedures.

Entity Receiving Funds

Signature: 	Date: 12-21-05
Printed Name: Dale Dotson	
Title: Central California EMS	
Phone: 559-445-3387	
E-mail: <a href="mailto:ddotson@co.fresno.ca.us">ddotson@co.fresno.ca.us</a>	

### **Attachment C – Conditions of Funding**

***Please return with the funding application an original for each hospital or health care system receiving HRSA funds and/or equipment and supplies purchased with HRSA funds.***

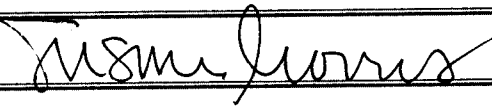
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Tulare District Hospital

I hereby certify that the above-named entity will:

- 1) NOT use HRSA Cooperative Agreement funds allocated by the California Department of Health Services (CDHS) to supplant funding for existing levels of service and that funds will only be used for the purposes specified in the local entity application approved by CDHS.
- 2) Develop a facility surge capacity plan
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- 5) Participate in regional meetings and regional training, drills and exercises to meet requirements of HRSA benchmarks 5 and 6.
- 6) Ensure that HRSA purchased equipment, supplies, and pharmaceutical caches are stored, tested and available for use during any terrorist incident or other approved public health disaster.
- 7) Ensure that staff is trained on use of HRSA purchased equipment and HRSA policies and procedures.

Entity Receiving Funds

Signature: 	Date: 12/19/05
Printed Name: Susan Morris	
Title: ED Director	
Phone: 559-685-3450 x 3593	
E-mail: smorris@tdhs.org	

**Attachment C – Conditions of Funding**

***Please return with the funding application an original for each hospital or health care system receiving HRSA funds and/or equipment and supplies purchased with HRSA funds.***

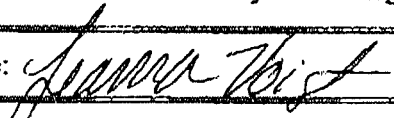
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Sierra View District Hospital

I hereby certify that the above-named entity will:

- 1) NOT use HRSA Cooperative Agreement funds allocated by the California Department of Health Services (CDHS) to supplant funding for existing levels of service and that funds will only be used for the purposes specified in the local entity application approved by CDHS.
- 2) Develop a facility surge capacity plan
- 3) Participate in regional planning for surge capacity. Regional surge plans should reflect a hazard analysis for the region and include plans to provide mutual aid among hospitals and other health care facilities.
- 4) Provide data as set out in Appendix IV of the CDHS Local Guidance in time for submission of Mid-Year and End of the Year Progress Reports to DHS. Progress reports are due on February 15, 2006 and October 15, 2006.
- 5) Participate in regional meetings and regional training, drills and exercises to meet requirements of HRSA benchmarks 5 and 6.
- 6) Ensure that HRSA purchased equipment, supplies, and pharmaceutical caches are stored, tested and available for use during any terrorist incident or other approved public health disaster.
- 7) Ensure that staff is trained on use of HRSA purchased equipment and HRSA policies and procedures.

Entity Receiving Funds

Signature: 	Date: 12-19-05
Printed Name: Leanna Voigt	
Title: Facilities Coordinator	
Phone: 559-788-6001	
E-mail: llindstrom@sierra-view.com	

### **Attachment C – Conditions of Funding**

***Please return with the funding application an original for each hospital or health care system receiving HRSA funds and/or equipment and supplies purchased with HRSA funds.***


---

#### **Tulare County Health & Human Services-Clinics**

I hereby certify that the above-named entity will:

- 1) NOT use HRSA Cooperative Agreement funds allocated by the California Department of Health Services (CDHS) to supplant funding for existing levels of service and that funds will only be used for the purposes specified in the local entity application approved by CDHS.
- 2) Develop a facility surge capacity plan
- 3) Participate in regional planning for surge capacity. Regional surge plans should reflect a hazard analysis for the region and include plans to provide mutual aid among hospitals and other health care facilities.
- 4) Provide data as set out in Appendix IV of the CDHS Local Guidance in time for submission of Mid-Year and End of the Year Progress Reports to DHS. Progress reports are due on February 15, 2006 and October 15, 2006.
- 5) Participate in regional meetings and regional training, drills and exercises to meet requirements of HRSA benchmarks 5 and 6.
- 6) Ensure that HRSA purchased equipment, supplies, and pharmaceutical caches are stored, tested and available for use during any terrorist incident or other approved public health disaster.
- 7) Ensure that staff is trained on use of HRSA purchased equipment and HRSA policies and procedures.

#### **Entity Receiving Funds**

Signature: 	Date: 12/12/05
Printed Name: Terry Wilcoxson	
Title: Division Manager-Clinical Services	
Phone: 559-737-4660	
E-mail: TWilcoxson@tularehhsa.org	

### **Attachment C – Conditions of Funding**

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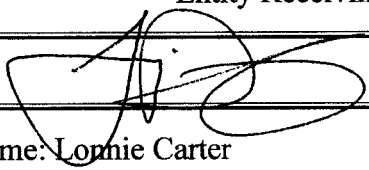
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Kaweah Delta District Hospital

I hereby certify that the above-named entity will:

- 1) NOT use HRSA Cooperative Agreement funds allocated by the California Department of Health Services (CDHS) to supplant funding for existing levels of service and that funds will only be used for the purposes specified in the local entity application approved by CDHS.
- 2) Develop a facility surge capacity plan
- 3) Participate in regional planning for surge capacity. Regional surge plans should reflect a hazard analysis for the region and include plans to provide mutual aid among hospitals and other health care facilities.
- 4) Provide data as set out in Appendix IV of the CDHS Local Guidance in time for submission of Mid-Year and End of the Year Progress Reports to DHS. Progress reports are due on February 15, 2006 and October 15, 2006.
- 5) Participate in regional meetings and regional training, drills and exercises to meet requirements of HRSA benchmarks 5 and 6.
- 6) Ensure that HRSA purchased equipment, supplies, and pharmaceutical caches are stored, tested and available for use during any terrorist incident or other approved public health disaster.
- 7) Ensure that staff is trained on use of HRSA purchased equipment and HRSA policies and procedures.

#### Entity Receiving Funds

Signature: 	Date: 12/8/05
Printed Name: Lonnie Carter	
Title: HEICS Coordinator	
Phone: 559-624-2380	
E-mail: lcarter@kdhcd.org	

### **Attachment C – Conditions of Funding**

***Please return with the funding application an original for each hospital or health care system receiving HRSA funds and/or equipment and supplies purchased with HRSA funds.***


---

#### **Tulare County Health & Human Services Agency**

I hereby certify that the above-named entity will:

- 1) NOT use HRSA Cooperative Agreement funds allocated by the California Department of Health Services (CDHS) to supplant funding for existing levels of service and that funds will only be used for the purposes specified in the local entity application approved by CDHS.
- 2) Develop a facility surge capacity plan
- 3) Participate in regional planning for surge capacity. Regional surge plans should reflect a hazard analysis for the region and include plans to provide mutual aid among hospitals and other health care facilities.
- 4) Provide data as set out in Appendix IV of the CDHS Local Guidance in time for submission of Mid-Year and End of the Year Progress Reports to DHS. Progress reports are due on February 15, 2006 and October 15, 2006.
- 5) Participate in regional meetings and regional training, drills and exercises to meet requirements of HRSA benchmarks 5 and 6.
- 6) Ensure that HRSA purchased equipment, supplies, and pharmaceutical caches are stored, tested and available for use during any terrorist incident or other approved public health disaster.
- 7) Ensure that staff is trained on use of HRSA purchased equipment and HRSA policies and procedures.

#### **Entity Receiving Funds**

Signature: 	Date: 12-9-05
Printed Name: Jessica Benevento	
Title: Bioterrorism Coordinator	
Phone: 559-737-4660	
E-mail: jbeneven@tularehhsa.org	



**Tulare County  
Health & Human Services Agency**

C. Brian Haddix, CAO

Kristin Bennett, Interim HHSA Director

---

**Health Services Branch** ■ Ray Bullick, Assistant Director

November 21, 2005

Tulare County Health & Human Services-Health Clinics  
5957 S. Mooney Blvd.  
Visalia, CA 93277

Dear Tulare County Bioterrorism Program:

The Tulare County Health & Human Services Clinics, representing local health clinics, concurs with Tulare County's FY 2005/2006 application to the California Department of Health Services Emergency Preparedness Office for grant funding for the Health Resource Services Administration National Bioterrorism Hospital Preparedness Program.

Representatives from the Tulare County Health & Human Services Clinics participated in the discussions surrounding this grant application. The grant application reflects the priorities discussed in the process.

Sincerely,

*Karen Haught*  
Karen Haught, MD



**MOBILE LIFE SUPPORT**  
**3350 W. Mineral King**  
**Visalia, CA 93291**

October 17, 2005

Jessica Benevento, MPH  
Bioterrorism Program Coordinator  
Tulare Health and Human Services Agency  
5957 Mooney Blvd.  
Visalia, CA 93277-9394

Dear Ms. Benevento,

AMR/Mobile Life Support Ambulance, representing Emergency Medical Services, concurs with Tulare County Health and Human Services FY 2005/2006 application to the California Department of Health Services Emergency Preparedness Office for grant funding for the Health Resource Services Administration National Bioterrorism Hospital Preparedness Program.

Representatives from AMR/Mobile Life Support Ambulance participated in the discussions surrounding this grant application. The grant application reflects the priorities discussed in the process.

Sincerely,

TJ Fischer  
Administrative Supervisor  
American Medical Response  
Mobile Life Support





869 Cherry Street  
Tulare, California 93274  
(559) 688-0821

**Robert M. Montion**  
Chief Executive Officer



**Board Of Directors**

LeRoy Trippel  
Deanne Martin-Soares  
Mark Fernandes  
Parmod Kumar, M.D.  
Victor Gonzalez

October 17, 2005

County of Tulare, Health and Human Services Agency  
Office of Emergency Services  
5957 S. Mooney Blvd.  
Visalia, CA 93277

Dear HHSA Office of Emergency Services:

The Tulare Local Health Care District, representing Tulare District Hospital concurs with the County of Tulare, Health and Human Services Agency's FY 2005/2006 application to the California Department of Health Services Emergency Preparedness Office for grant funding for the Health Resource Services Administration National Bioterrorism Hospital Preparedness Program.

Representatives from Tulare District Hospital, participated in the discussions surrounding this grant application. The grant application reflects the priorities discussed in the process.

Sincerely,

Martha Heavrin, RN, MICN, CEN  
Clinical Coordinator  
Emergency Services

**Attachment E. Recipient Contact Information**  
**HRSA Bioterrorism Hospital Preparedness Program**  
**California Cooperative Agreement**  
**September 1, 2005 – August 31, 2006**  
**County of Tulare**  
**Recipients of Equipment/Supplies/Other HRSA Funds**

<b>Facility Name and Address</b>	<b>Contact Name</b>	<b>Telephone Number</b>	<b>Email</b>	<b>Fax</b>
Kaweah Delta District Hospital 240 South Dunsworth Visalia, CA 93292	Lonnie Carter	559-624-2380	<a href="mailto:lcarter@kdhcd.org">lcarter@kdhcd.org</a>	559-713-2222
Tulare District Hospital 869 Cherry St. Tulare, CA 93274	Susan Morris	559-688-0821	<a href="mailto:smorris@tdhs.org">smorris@tdhs.org</a>	559-685-3869
Sierra View District Hospital 465 W. Putnam Ave. Porterville, CA 93257	Leanna Voigt	559-788-6001	<a href="mailto:llindstrom@sierra-view.com">llindstrom@sierra-view.com</a>	559-784-2574
Central California EMS Agency P.O. Box 11867, Fresno, CA 93775	Dale Dotson	559-445-3387	<a href="mailto:ddotson@co.fresno.ca.us">ddotson@co.fresno.ca.us</a>	559-445-3387
Family HealthCare Network 801 W. Center St. Visalia, CA 93291	Ruben Chavez	559-737-4747	<a href="mailto:rchavez@fhcn.org">rchavez@fhcn.org</a>	559-
Tulare County Health & Human Services-Clinics 5957 S. Mooney Blvd. Visalia, CA 93277	Terry Wilcoxson	559-737-4660 ext. 2306	<a href="mailto:TWilcox@tularehhsa.org">TWilcox@tularehhsa.org</a>	559-737-4572

**MICROWAVE PROJECT**  
**Encompassing Tulare County Clinics**  
January 23, 2006  
Page 1/3

**Scope of Work –**

The following report summarizes the on-going Microwave Project to include certain high volume primary care clinics throughout the County of Tulare. These clinics will ultimately be connected to the local Health Department and Public Health Officer. We will engage a Contractor for the purpose of a microwave path survey.

The survey will verify site locations of each Clinic once determined by our committee. The committee will select the three clinics based on specific criteria such as patient volume, proximity to current microwave sites, communications needs, and expected role in an emergency. The contractor will determine antenna size and centerlines required to establish a microwave communication system in conformance to each Clinic requirement and current engineering practice.

**Survey Procedures –**

Preliminary path profiles will be drawn based upon supplied site coordinates and contour information extracted from the best available topographical mapping. A field site survey will be conducted by a Contractor to verify site coordinates and elevations and gather information related to proposed radio equipment, antenna locations, site success, and site development constraints. A field survey must then be conducted to verify path profile elevations, measure all natural and manmade potential obstructions and assess the reflective potential of all natural and manmade surfaces. Antenna centerline heights need to be calculated for proposed frequency band by applying suitable clearance criteria based upon the propagation characteristics of each geographic area.

Path calculation sheets need to ascertain for each location and/or hop, based upon recommended centerline heights. Antenna sizes and the choice of propagation protection diversity need to be chosen to meet required fade margin and the desired path propagation reliability. Propagation outage and reliability calculations should be based on the Vigants model (ref. "Space Diversity Engineering", BSTJ 1/75)

**Design Criteria –**

Path clearance criteria must be established for each path on the basis of total system performance objectives, economic considerations, and careful analysis of local atmospheric conditions derived from published climatological data, where available, and reported microwave transmission experience pertinent to the area. Antenna heights much greater than actually needed cause an unwarranted increase in system cost, and on paths with significant ground reflections, can increase the exposure to multipath and ground reflection signal fading. It is desirable to locate the antennas high enough so that even under severe super-standard atmospheric refractive conditions (surface ducting) there is adequate clearance such that signal entrapment does not significantly degrade the

**MICROWAVE PROJECT**  
**Encompassing Tulare County Clinics**

January 23, 2006

Page 2/3

fade margin of the path or generate excessive multipath fade activity. The choice of clearance criteria for a microwave path is a balance between cost and performance.

**Microwave Path Performance Calculations –**

The microwave path design most frequently employed within the industry provide a reasonably accurate estimate of cumulative time a path will be out of service due to random atmospheric multipath fading under normal atmospheric conditions. We understand the models cannot accommodate abnormal, unusual, anomalous, or otherwise unpredictable condition of atmospheric refractivity.

**Special Considerations –**

On all microwave radio paths traversing urban areas there exists the possibility of multiple on/off path structural reflections which generate long delayed echoes, as well as “terrain scatter” RF Intra/Inter system interference. Long delayed, low level echoes have no effect on digital radio performance; however, the “terrain scatter” mechanism cannot be accurately predicted nor precisely measured without an extensive and expensive field trial. Consequently, this mechanism should be excluded from all industry-wide path survey and frequency coordination performance guarantees.

The structure supporting the microwave antenna can take many forms. The antenna is most often mounted to a tower structure, but can be mounted on a variety of structures such as roof tripods, penthouse wall, wooden telephone pole or metal monopole. It is recommended that a structural analysis of the support structure be conducted to determine if the structure will support additional loading imposed by an antenna and its mount. The structure must also meet the twist and sway requirements per EIA/ANSI 222F code.

**FCC Licenses and ASR Documentation –**

To be determined.

**System Description –**

A larger system of Microwave lengths for backhauling emergency service traffic throughout the Tulare County Hospital grid currently exists and will include specific CLINICS once chosen.

The paths Kaweah—Mooney Grove, and Mooney Grove—Tulare District link the Kaweah Hospital in Visalia to the Tulare District Hospital in Tulare, with the site at Mooney Grove as the repeater. This will serve as the same for the selected area CLINICS.

**MICROWAVE PROJECT**  
**Encompassing Tulare County Clinics**

January 23, 2006

Page 3/3

The path Lewis—Sierra View links the Sierra View Hospital to the Tulare County backbone, with Lewis Hill as a repeater linked to Mooney Grove. This will serve as the same for the selected area CLINICS.

The antennas proposed are subject to completion of frequency coordination and selected CLINICS. Standard antennas with radomes will be used wherever permitted by the frequency coordinator. If the frequency coordinator specifies antennas exhibiting better side and back lobe response performance, upgraded, shrouded antennas should be used.

**Conclusion -**

All the above is precedent upon the selection of the three CLINICS to be included in the microwave communication system.

**OES**  
CALIFORNIAGovernor's Office of  
Emergency Services**California  
Specialized  
Training Institute**

www.oes.ca.gov • www.csti.ca.gov

# Training Bulletin

## HAZARDOUS MATERIALS INSTRUCTOR CERTIFICATION

**DATE:** March 6-10, 2006**LOCATION:** CSTI, San Luis Obispo

The Hazardous Materials Instructor Certification Program was implemented in 1987 to expand hazardous materials emergency response training throughout California. Since then, over 1000 hazardous materials field instructors and 135,000 emergency personnel have been certified.

This may be the most efficient Haz Mat training program your organization will ever undergo; many will benefit from the experience of just a few. This course focuses on efficient and effective Hazardous Materials Emergency Response Training. **It is State Certified.**

This 4-½ day, 36 hour course is for first time instructors. It is designed to prepare participants for hazardous materials training by providing complete instruction skills. The program focuses on basic teaching techniques, with first responder instructor guides, audio/visual resources and performance standards to fulfill certification requirements.

When participants have completed this course, and have completed one or more CSTI Hazardous Materials or Weapons of Mass Destruction courses (e.g., First Responder Operations course), they will be certified to instruct those courses that they have taken.

**Tuition: \$500.00**

**TUITION MUST BE PREPAID.** Tuition payment is due no later than two weeks prior to the start of the course. Late registration will be considered on a case-by-case basis. CSTI accepts checks, money orders, and credit cards (Visa, Mastercard or American Express and ATM cards with either Visa or Master Money/Mastercard logos). Contact Christine Low, CSTI Administration at (805) 549-3599.

Apply immediately using the form below or online at [www.csti.ca.gov](http://www.csti.ca.gov). An information packet and map will be sent 4-8 weeks prior to the course. For registration questions call the Registrar Annabelle Dixon at (805) 549-3344; [Annabelle\\_Dixon@oes.ca.gov](mailto:Annabelle_Dixon@oes.ca.gov) or for course content, contact the Course Manager Jeff Paullus at (805) 549-3552; [Jeffrey\\_Paullus@oes.ca.gov](mailto:Jeffrey_Paullus@oes.ca.gov).

**Hazardous Materials Instructor Certification - HINSTC1-5****March 6-10, 2006**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ SS# \_\_\_\_\_

Work Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Send Confirmation To: \_\_\_\_\_

Training Officer/Supervisor Signature: \_\_\_\_\_

Do you have any disabilities (including special allergies or medical conditions) that require special consideration during your attendance? Yes \_\_\_ No \_\_\_ If so, please indicate on a separate piece of paper.

Please fill out this application and mail or FAX to: CSTI - P.O. Box 8123, San Luis Obispo, CA 93403-8123  
For registration information contact: Annabelle Dixon, Registrar, (805) 549-3344, FAX (805) 549-3555



## PUBLIC HEALTH TRAINING SEMINAR DISASTERS AND BIOTERRORISM

### **Seminar Goal:**

To increase awareness of the role and responsibilities of public health departments in responding to natural, chemical, radiological and biological hazards.

### **TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY**

**DAY 1: 8:00 am – 4:00 pm**

#### **Morning Session Topics**

- **Why this seminar?**
  - All disasters are local
  - Increasing impact due to high population density and geographic spreading
  - Gearing up the public health infrastructure
- **Impact of Natural Disasters on Public Health**
  - Defining hazards, disasters, and risk
  - Direct versus indirect impacts
  - Considerations: abrupt increase in injury/illness; destruction of healthcare infrastructure; population displacement; psychological stressors; environmental changes
- **Disease Outbreak Versus Natural Disasters**
- **Major Public Health Functions in Disasters**
  - Relating general public health functions to public health roles during disasters
  - Public health agency's role in the overall emergency management response
- **Scenario Exercise I: Natural Disaster**

#### **Afternoon Session Topics**

- **Legal Authority and Responsibility of the Public Health Officer**
  - Review of state and local (county, city) laws and regulation
  - Applying the regulations to the responsibility of the public health dept/officer
- **Multi-Use Emergency Management Planning**
  - All hazards approach
  - Planning considerations, e.g. high impact vs. low impact, high risk vs. low risk
- **SEMS and Operational Areas**
  - Defining Standardized Emergency Management Systems
  - Discussing the significance and use of SEMS
  - Defining the use of operational areas in emergency management response
- **The Public Health ICS**
  - Introduction to the Incident Command System
  - Applying public health functions to ICS
  - Integration of Public Health into Emergency Management Response
- **Scenario Exercise II: Outbreak of Communicable Disease**



## PUBLIC HEALTH TRAINING SEMINAR DISASTERS AND BIOTERRORISM

### **Seminar Goal:**

To increase awareness of the role and responsibilities of public health departments in responding to natural, chemical, radiological and biological hazards.

**DAY 2: 8:00 am – 4:00 pm**

### **Morning Session Topics**

- **Introduction to WMD Terrorism Incidents**
- **Impact of Radiological and Chemical Accidents and Terrorism on Public Health**
- **Chemical Terrorism**
  - Likely agents, dispersal, key indicators
  - Role of the basic public health functions to prepare for and respond to a BT incident
- **Radiological Terrorism**
  - Review of types of radiation
  - Dispersal methods, key indicators
  - Role of the basic public health functions to prepare for and respond to a BT incident
- **Scenario Exercise III: Chemical or Radiological Event**

### **Afternoon Session Topics**

- **Impact of Bioterrorism on Public Health**
- **Bioterrorism 101**
  - Overview of the Agents including significance
  - Overt versus covert attacks
  - Key indicators
  - Clinical Manifestations and Treatment
- **Bioterrorism Versus Natural Disease Outbreaks**
  - Similar and different public health functions
  - Multi-agency involvement
  - Discussing the role of the media
  - Role of the basic public health functions to prepare for and respond to a BT incident
- **Local Public Health Department Actions**
- **Integration of Public Health into ICS and Local Emergency Management**
- **Coordination with Hospitals and Providers**
- **Scenario Exercise IV: Bioterrorism Event**



Exhibit G

HRSA Bioterrorism Hospital Preparedness Program - California  
Cooperative Agreement CFDA: 93.889  
September 1, 2005 - August 31, 2006

Summary Benchmarks 2-1, 2-2, 2-5, 2-6, 2-7, 2-10, 5 and 6  
Do Not Complete - Sums Automatically

A. Contractual	\$14,000
B. DHS-Purchased Equipment and Supplies (E&S)	\$203,489
C. Non-DHS-Purchased Equipment and Supplies (E&S)	\$41,806
D. Implementation Costs	\$50,000
E. Fiscal Agent Admin. Costs (15% of Contractual Costs, CDHS Direct Purchses, Non-CDHS Purchased E&S and Implementation Personnel )	\$46,395
F. <u>TOTAL COSTS (Must Not Exceed Total Allocation)</u>	\$355,690
G. Total Allocation (Enter Amount From Appendix A)	\$355,709

Note: Some Grainger items did not have taxes (0.075%) added due to being short revenue to cover the taxes. Tulare County is requesting that the State allow them to use anticipated savings in Yr 3 to cover some Yr 4 taxes.

Cooperative Agreement CFDA: 93.885  
September 1, 2006 - August 31, 2006

September 1, 2005 - August 31, 2006

## Priority Area #2: Regional Surge Capacity for the Care of Adult and Pediatric Victims of Terrorism

**Critical Benchmark #2-1: Hospital Bed Capacity**

C. Non-DHS Purchased Equipment & Supplies (E&S)										Total Quantity:	151	DHS E&S Subtotal:	\$78,904.92
LTV 1000 Ventilator (Pulmonic Systems)	Pulmonic Systems-10130							1			\$15,565.80	\$15,565.80	
LTV Battery Kit and Transport Pack	Pulmonic Systems-17332-001							1			\$962.99	\$962.99	
LTV Universal Power Supply	Pulmonic Systems-14548							1			\$648.23	\$648.23	
LTV Floor stand w/ wheels	Pulmonic Systems-10611							1			\$535.35	\$535.35	
LTV Universal Power Supply Bracket	Pulmonic Systems-16009-001							1			\$64.82	\$64.82	
LTV Oxygen Canister Ring Set	Pulmonic Systems-11455							1			\$53.21	\$53.21	
Vapotherm Unit	VAPOR-KIT 3							2			\$4,075.00	\$8,150.00	
Total Quantity:										8	Non-DHS E&S Subtotal:	\$25,085.38	
D. Personnel (Implementation)													
HRSA Coordinator								1			\$6,250.00	\$6,250.00	
								0			\$0.00	\$0.00	
								0			\$0.00	\$0.00	
								0			\$0.00	\$0.00	
								0			\$0.00	\$0.00	
								0			\$0.00	\$0.00	
Total Quantity:										1	Personnel Subtotal:	\$6,250.00	

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D. Fiscal Agent Cost (cannot exceed 15% of Contractual DHS E&S, Non-DHS E&S, and Personnel Implementation Costs)	\$16,670.30
<b>E. Benchmark Total:</b>	<b>\$127,805,622</b>

Description of Purchases for Critical Benchmark #2-2: Isolation Capacity	Fisher Catalog Number/Other Vendor Number	Enter requested quantity for each hospital or clinic above								Qty	Unit Price	Total		
		Kaweah Delta District Hospital Local Op Area	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here					
<b>A. Contractual</b>														
Total Quantity: 0														
Contractual Total:												\$0.00		
<b>B. DHS-Purchased Equipment &amp; Supplies (E&amp;S)</b>														
Mintle Technologies ECU2 Bundle, Each	FM1189059	1									1	\$9,500.00	\$9,500.00	
Mintle Technologies OA1000V HEPA negative air machine	2NUJ21	2									2	\$1,220.34	\$2,440.68	
Handheld Digital Manometer, Operating Range 0-19.99	4JZ78	1									1	\$255.18	\$255.18	
Replacement HEPA Filter for OA 1000V NAM, Each	FM1189059	2									2	\$230.69	\$461.38	
Replacement Poly Pad for OA1000, priced each, Ship Qty 24	5WV103	5									5	\$0.98	\$4.89	
Rx/Air Model 3000 Air Purification System, Each	FM948338	1									1	\$3,219.63	\$3,219.63	
Rx/Air Negative Pressure Isolation Kit, Each		1									1	\$747.13	\$747.13	
Total Quantity: 13												DHS E&S Subtotal:	\$16,748.89	
<b>C. Non-DHS Purchased Equipment &amp; Supplies (E&amp;S)</b>														
Total Quantity: 0													Non-DHS E&S Subtotal:	\$0.00
<b>D. Personnel (Implementation)</b>														
HRSA Coordinator		1									1	\$6,250.00	\$6,250.00	
											0	\$0.00	\$0.00	
											0	\$0.00	\$0.00	
											0	\$0.00	\$0.00	
											0	\$0.00	\$0.00	
											0	\$0.00	\$0.00	
Total Quantity: 1												Personnel Subtotal:	\$6,250.00	
E&S Total:												\$22,998.89		
<b>D. Fiscal Agent Cost</b> (cannot exceed 15% of Contractual DHS E&S, Non-DHS E&S and Personnel Implementation Costs)													\$3,449.83	
<b>E. Benchmark Total:</b>													\$26,448.72	

[illegible]

<b>D. Fiscal Agent Cost</b> (cannot exceed 1% of Contractual DHS E&S Non- DHS E&S and Personnel Implementation Costs)	\$6,397.50
<b>E. Benchmark Total:</b>	\$49,047.50

Description of Purchases for Critical Benchmark #2-6: Personal Protective Equipment	Fisher Catalog Number/Other Vendor Number	Enter requested quantity for each hospital or clinic above								Unit Price	Total	
		Central California EMS District Hospital Sierra View Hospital Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	CM				
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
A. Contractual												
										0	Contractual Total:	\$0.00
										Total Quantity:	0	

Akro Mils. Attached lid container, stackable PPE storage, 12 ft full mask, Respirator for security personnel, MSA Escape	4W024	16	20				36	\$14.07	\$506.58
	4DA85		10					\$1,289.93	
Rubbermaid 5 Drawer locking utility cart	4UR44		1				1	\$214.06	
Dupont CPF 3 Coveralls - 6 per case - LG	FM1153126		2				2	\$220.92	\$441.85
Dupont CPF 3 Coveralls - 6 per case - XL	FM1153126		2				2	\$220.92	\$441.85
Ansell Edmont Disposable Nitril Glove 5 mil 100/box, med	TRL57		1				1	\$11.52	\$11.52
Ansell Edmont Disposable Nitril Glove 5 mil 100/box, large	TRL58		1				1	\$11.52	\$11.52
Chemtemp	9NDM4		4				4	\$19.89	\$79.55

[illegible]

HRSA Coordinator								1					1	\$6,250.00	\$6,250.00
								0					0	\$0.00	\$0.00
								0					0	\$0.00	\$0.00
								0					0	\$0.00	\$0.00
								0					0	\$0.00	\$0.00
								0					0	\$0.00	\$0.00
								0					0	\$0.00	\$0.00
Total Quantity:													1	Personnel Subtotal:	\$6,250.00

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September 1, 2006  
August 31, 2006

**Priority Area #2: Regional Surge Capacity for the Care of Adult and Pediatric Victims of Terrorism**  
**Critical Benchmark #2-7: Decontamination Systems**

[illegible]

[illegible]

D. Fiscal Agent Cost (cannot exceed 15% of Contractual DHS E&S Non-DHS E&S and Personnel Implementation Costs)	\$3,787.50
E. Benchmark Total:	\$29,037.50

Description of Purchases for Critical Benchmark #5: Education and Preparedness Training		Fisher Catalog Number/Other Vendor Number	Local Op Area	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Type entity name here	Qty	Unit Price	Total	
<b>A. Contractual</b>														
Enter requested quantity for each hospital or clinic above														
Int. Disease/WMD/BI Training (possibly UCLA)			1								1	\$2,000.00	\$2,000.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
Total Quantity:												1		
<b>B. DHS-Purchased Equipment &amp; Supplies (E&amp;S)</b>														
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
Total Quantity:												0		
<b>C. Non-DHS Purchased Equipment &amp; Supplies (E&amp;S)</b>														
Hazard Training Certification Course -CSTI (reg. & travel)											1	\$5,000.00	\$5,000.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
Total Quantity:												1		
<b>D. Personnel (Implementation)</b>														
HRSA Coordinator			1								1	\$6,250.00	\$6,250.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
											0		\$0.00	
Total Quantity:												1		
<b>Non-DHS E&amp;S Subtotal:</b>														
<b>DHS E&amp;S Subtotal:</b>														
<b>Personnel Subtotal:</b>														
<b>Total Quantity:</b>												1		
<b>Personnel Subtotal:</b>														
<b>\$6,250.00</b>														

<b>D. Fiscal Agent Cost</b> (cannot exceed 15 % of Contractual DHS E&S, Non- DHS E&S, and Personnel Implementation Costs)	\$1,987.50
<b>E. Benchmark Total:</b>	\$15,237.50



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