

COVID-19 Test to Treat Equity Grant Agreement

This Practice Grant Agreement ("Agreement") between the California Department of Public Health ("CDPH") and ~~County of Monterey~~ ("Grantee") is made effective on the date signed below by the Grantee ("Effective Date"). CDPH has designated Physicians for a Healthy California ("PHC") as administrator of the **COVID-19 Test to Treat Equity Grant** ("Program").

1. Purpose. The State of California's **COVID-19 Test to Treat Equity Grant** is committed to improving access to COVID-19 therapeutics in communities disproportionately affected by COVID-19 and with the greatest barriers to care by supporting and incentivizing safety net providers to operationalize or improve "test to treat" pathways. One such support shall be a grant of funds ("Grant(s)") to providers that are in need of financial support to create "test to treat" pathways (collectively, "Grantees").
2. Grant Details.
 - a. **COVID-19 Test to Treat Equity Grant** Grantees are eligible for a grant of \$50,000.00 to \$1,000,000.00.
 - b. Grantee has been selected to receive the following funds as a Grant from the State of California:

Total Grant Amount
\$275,000

- c. Grantee will receive payments, based on the completion of milestones as follows:
 - Grant amount of \$50,000 - \$200,000
 - Milestone 1: Signed Grant, 90% of grant total
 - Milestone 2: Interim Report, 0% of grant total
 - Milestone 3: Final Report, 10% of grant total
 - Grant amount of \$200,000 - \$1,000,000
 - Milestone 1: Signed Grant, 75% of grant total
 - Milestone 2: Interim Report, 20% of grant total
 - Milestone 3: Final Report, 5% of grant total
3. Grantee Requirements. Receipt of grant funds is dependent on Grantee's compliance with certain requirements. Grantee must:
 - a. Participate in informational webinars and if applicable, engage with technical assistance programming;
 - b. Create project plan to increase access to COVID-19 therapeutics;
 - c. Develop an approach to track utilization of therapeutics to include patient demographics and equity impact. Report metrics will be co-designed with technical assistance providers and grantees, and could include:
 - Number of patients treated with COVID-19 therapeutics, stratified by race/ethnicity, age group, HPI quartile

- Average length of time from patients testing positive to:
 - Meeting with a physician
 - Starting treatment
 - Average completion rate of patients getting from testing positive to starting medication
- d. Submit Interim and Final Reports; and
- e. Respond to all PHC, CDPH and Center for Care Innovation (CCI) requests within three business days.
4. Term. This Agreement shall commence on the Effective Date and continue for 10 months ("Term") unless terminated earlier pursuant to Section 5.
5. Early Termination or Withdrawal. CDPH may terminate this Agreement early upon ten (10) days written notice to Grantee. Grantee may withdraw from the Program early if it submits thirty (30) calendar days advanced written notice to PHC and only then, if PHC agrees in writing to the early withdrawal. Should Grantee withdraw from the Program prior to Term, Grantee may be required to pay back some or all of grant funds to PHC on behalf of CDPH.
6. Audit. Grantee shall be subject to audit by the State of California and/or CDPH for up to 3 years after the conclusion of the Term. Further, PHC will audit Grantees under the COVID-19 Test to Treat Equity Grant on an ongoing basis. If any audit reveals that Grantee has not exhausted the funds granted on permitted expenditures following the termination or expiration of this Agreement, Grantee may be required to pay back all remaining amounts to PHC on behalf of CDPH.

Grantee shall comply promptly with any audit conducted by PHC or a state agency regarding the Grantee's compliance with the program requirements or the Grantee's submitted application materials. Prompt compliance includes providing all requested documentation within the date requested by PHC or CDPH.

The Grantee acknowledges that all documentation submitted by or on behalf of the Grantee, including but not limited to the Application, Allowable Expenses, the Interim and Final Report and any other documentation, is subject to audit by PHC, CDPH or their representatives. The Grantee is solely responsible for the accuracy of the information submitted. The Grantee's Award may be reduced or terminated in the event an audit reveals any inaccuracies.

7. Information Ownership and Availability. Information regarding this Agreement, its terms, and the parties hereto shall be considered public information owned by CDPH. The State of California and CDPH have the right to reproduce, publish, and use all data and reports produced regarding or during the performance of this Agreement. The State of California and CDPH further have the exclusive right to delegate such reporting or publication to other parties as they deem such delegation appropriate.
8. Disputes. In the event of a Dispute, the resolution process is outlined below:
- a. Grantee will discuss the issue(s) by phone or email with their Point of

Contact in the COVID-19 Test to Treat Equity Grant.

- b. If the Grantee's Point of Contact cannot resolve the issue(s), they will forward it to the COVID-19 Test to Treat Equity Grant Program Director.
 - c. If the Program Director cannot resolve the issue(s), the Program Director will forward the issue(s), in writing by email, as a dispute to the PHC Chief Executive Officer (PHC CEO) stating the issue(s) in dispute, basis for the Grantee's position and their recommendation.
 - d. The PHC CEO will work with the Program Director and submit a recommendation to CDPH. CDPH will provide PHC with a final decision and PHC will communicate CDPH's decision in writing by email to the Grantee no later than ten business days from receiving the dispute.
9. Breach. Failure to comply with the terms and conditions of this Agreement will be considered a breach. In the event of any breach or potential breach, PHC will review the surrounding circumstances and make a recommendation to CDPH. CDPH has final authority to determine whether a breach occurred. If CDPH determines a Grantee breached this Agreement, this Agreement will be terminated immediately, and the Grantee will no longer be eligible to participate in the Program and may be required to repay Award payments at the sole discretion of CDPH. CDPH and PHC expressly reserve the right to disqualify the Grantee from any future Program awards for failure to comply with the terms of this Agreement.
10. Recoupment of Funds. Grants made under this Agreement are subject to recoupment. CDPH, or PHC on behalf of CDPH, may recoup grant funds awarded under this Agreement for the following reasons:
- a. If Grantee receives an overpayment, in which case Grantee must notify PHC as soon as Grantee becomes aware, or should have reasonably become aware, of the overpayment. Grantee shall immediately repay PHC for the excess funds received;
 - b. If Grantee fails to exhaust funds granted on permitted expenditures, in which case Grantee shall return the unspent funds;
 - c. If Grantee withdraws from the Program early, in which case CDPH, or PHC on behalf of CDPH, reserves the right to determine the amount to be repaid by Grantee.
 - d. If CDPH determines Grantee is in breach of this Agreement, in which case CDPH, or PHC on behalf of CDPH, reserves the right to determine the amount to be repaid by Grantee.

The Grantee will be instructed by CDPH, or PHC on behalf of CDPH, in writing of the amount to be repaid and the method and timeline for repayment.

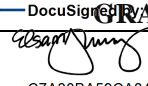
11. Compliance with Laws. Grantee must comply with any and all local, state, and federal regulations, including all laws specifically regarding COVID-19 testing, prescribing and dispensing. For the Term of this Agreement, Grantee must be properly licensed, in good standing with the applicable licensing authority, authorized to administer "test to treat" pathways in the State of California, the State's Third-Party Administrator, or local health jurisdiction, and must be adequately trained on the proper state and federal requirements for testing, prescribing and/or dispensing.

12. Hold Harmless. Grantee shall indemnify, defend, and hold CDPH, the State of California, and PHC, and their respective officers, agents, and employees, harmless from any and all claims and losses accruing or resulting from or in connection with the performance of this Agreement, including any losses suffered by third parties.
13. Taxes. PHC and CDPH will not withhold any taxes from the Grant. It shall be Grantee's exclusive responsibility to seek advice from a tax professional if it is necessary to determine the tax liability for this Grant. PHC and CDPH do not provide tax advice, and nothing herein shall be construed as such.
14. Miscellaneous.
 - a. Waiver. No provision of this Agreement shall be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by representatives of CDPH and Grantee. No waiver by either part of any breach of or non-compliance with this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
 - b. Assignment. Grantee may not assign the rights, interests, or obligations hereunder. Any attempts of Grantee to assign this Agreement shall constitute a material breach.
 - c. Agency. This Agreement does not constitute or create a joint venture, partnership, agency relationship, employment relationship, or formal business organization of any kind between Grantee, CDPH, and/or PHC.
 - d. Force Majeure. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure, or damage or clauses reasonably beyond its control, such party shall not be liable for damages to the other and shall not be deemed in breach of this Agreement. The party affected shall be excused, upon prompt notice to the other party, from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference.
 - e. Severability. If any clause in this Agreement is found to be invalid or unenforceable, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
 - f. Controlling Law, Jurisdiction, and Venue. This Agreement and its terms shall be governed by the laws of the State of California. Any claims or actions regarding this Agreement shall be brought in the state courts located in Sacramento, California.
 - g. Authority. This Agreement and the accompanying STD 204 must be signed by an individual authorized to bind Grantee.
 - h. Entire Agreement. This Agreement and any exhibits referenced and incorporated

herein shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties.

- i. Change of Terms. Change of terms are subject to the limitations of Applicable Law. CDPH and PHC may at any time change or remove any of the terms and conditions of or add new terms or conditions to this Agreement. CDPH or PHC will notify Grantee in writing of any such changes. As of the effective date included in any notice, the changed or new terms will apply to the existing Grantee Agreement. Grantees are responsible for checking for such notifications. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately to comply with Applicable Law. If such a situation does arise, then Grantee will be given notice as soon as reasonably possible in the circumstances.
- j. Budget Contingency Clause. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, CDPH or PHC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, PHC on behalf of CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH or PHC or offer an amendment to Grantee to reflect the reduced amount.

By signing this Agreement, Grantee expressly acknowledges and agrees that it has carefully read and will comply with each of the terms and conditions herein.

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Signature:	 GRANTEE
Institution:	C7A39BA59CA8423 COUNTY OF MONTEREY, FOR SERVICES TO MONTEREY COUNTY HEALTH DEPARTMENT
Name:	Elsa Jiminez
Title:	director of Health
Date:	10/26/2022 5:53 PM PDT

California Department of Public Health

COUNTY OF MONTEREY

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE...
Gary Giboney, Auditor-Controller

Date: 10/26/2022 | 3:25 PM PDT

Approved as to Legal Form:

DocuSigned by:
Stacy Saetta
By: C0ECE1B00F444A0...
Stacy L. Saetta, Chief Deputy County Counsel

Date: 10/26/2022 | 11:59 AM PDT