

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

3443-2020

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

Sierra Health Foundation: Center For Health Program Management

2. The term of this Agreement is:

START DATE

July 24, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$100,000,000.00

One Hundred Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Statement of Work (SOW)	6
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Sheet	1
+ - Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sierra Health Foundation: Center For Health Program Management

CONTRACTOR BUSINESS ADDRESS

1321 Garden Highway

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

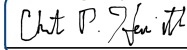
Chet P. Hewitt

TITLE

President/CEO

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:



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DATE SIGNED

8/12/2020

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STANDARD AGREEMENT

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AGREEMENT NUMBER 3443-2020	PURCHASING AUTHORITY NUMBER (If Applicable) GOES-0690
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

3650 Schriever Ave.

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Heather Carlson

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by:
Heather Carlson

DATE SIGNED

8/13/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt Per Governor's March 4, 2020 Emergency Proclamation (COVID-19)

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EXHIBIT A
STATEMENT OF WORK (SOW)

COVID-19 DISASTER FUND

1. OBJECTIVE

- 1.1 The California Governor's Office of Emergency Services ("Cal OES") requires Sierra Health Foundation: Center for Health Program Management ("Contractor") (collectively "parties") to collect and distribute donated funds, manage joint initiatives, and amplify the State of California messaging for the response to the COVID-19 pandemic.
- 1.2 The Governor proclaimed a State of Emergency on March 4, 2020 in response to COVID-19 ("COVID-19 Emergency"). Cal OES and Sierra Health Foundation: Center for Health Program Management enter into this Agreement pursuant to Government Code section 8550 et seq., the March 4, 2020 proclamation and subsequent executive orders, including Executive Order N-25-20, and Public Contracting Code section 1102, for services directly related to the COVID-19 Emergency and response, which are necessary for the preservation of public health and safety.

2. TERM/PERIOD OF PERFORMANCE

- 2.1 The period of performance for the Contract shall be July 24, 2020, through June 30, 2021. If mutually agreed upon by the Contractor and Cal OES, this contract can be extended in six (6) month intervals, not to exceed a cumulative period of two (2) years.

3. BUDGETED AMOUNT/CONSIDER

- 3.1 The initial award of this Agreement shall not exceed \$100,000,000.00 and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.
- 3.2 Cal OES agrees to contribute 75% of the overall budgeted amount with the Contractor contributing the remaining 25%.
- 3.3 For specific joint initiatives, Cal OES may transfer funds to Contractor for execution in compliance and accordance with Emergency Declaration 3428 per Governor Gavin Newsom, dated 3/4/20. Each initiative shall be no more than \$500,000,000.00.
- 3.4 Any monies paid to the Contractor shall be for services contemplated by this Contract and as approved by Cal OES. Any monies paid to the Contractor for

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which a service is not rendered as approved by Cal OES, shall be refunded back to Cal OES. For the avoidance of doubt, under no circumstances shall the Contractor retain any monies it receives from Cal OES, including advanced funds, unless that payment is directly attributable to approved services rendered in accordance with this Contract.

4. Fees

- 4.1 Contractor will collect a 2.5% administrative fee (the Fee) to be deducted from all funds transferred by Cal OES for execution of projects contemplated in this Statement of Work. Cal OES and Contractor reserve the right to revisit the Fee during the term/period of performance (2.1) and will consider any changes that would be appropriate and agreeable by both parties.

5. PROJECT TASKS AND DELIVERABLES

The Contractor must perform project tasks and/or deliverables including, but not limited to, the following:

- 5.1 Collect monetary donations on behalf of the State of California for the COVID-19 pandemic response.
- 5.1.1 Provide monthly reports to Cal OES on funds collected for the COVID-19 pandemic response.
- 5.2 Distribute collected monetary donations at the direction of Cal OES, on behalf of the State of California for the COVID-19 pandemic response.
- 5.2.1 Receive written approval and direction for the distribution and/or expenditure of the collected donations.
- 5.2.2 Provide monthly reports to Cal OES on collected funds distributed for the COVID 19 pandemic response.
- 5.3 Execute and manage the administrative portion of joint initiatives between the Contractor and Cal OES.
- 5.3.1 Provide written documentation of the Scope of Work for each proposed Initiative.
- 5.3.2 Provide and receive written direction and approval for all initiatives involving collected funds.
- 5.3.3 Provide timely reports, as agreed upon in the Scope of Work, for each initiative, specifying the distributed funds.

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6. CAL OES RESPONSIBILITIES

- 6.1 Cal OES shall designate a person to whom all Contractor communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- 6.2 Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

7. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- 7.1 Cal OES will notify the Contractor of such problems in writing within five (5) business days.
- 7.2 The Contractor must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Contractor plans to mitigate the issue.
 - 7.2.1 Failure by the Contractor to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.
- 7.3 Cal OES will, within five (5) business days after receipt of the Contractor's corrective action plan, notify the Contractor in writing whether it accepts or rejects the plan.
 - 7.3.1 If Cal OES rejects the corrective action plan, the Contractor will submit a revised plan within three (3) business days. Failure by the Contractor to respond to Cal OES' notification may result in immediate termination of the Agreement.
- 7.4 Upon receipt of the revised corrective action plan, Cal OES will notify the Contractor in writing whether it accepts or rejects the revised plan within three (3) business days.
 - 7.4.1 Rejection of the revised corrective action plan will result in immediate termination of the Agreement.

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7.5 In the event of Agreement termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

8. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- 8.1 This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Contractor.
- 8.2 This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
- 8.3 The Contractor may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

9. SUBCONTRACTING PROVISIONS

- 9.1 The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- 9.2 Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- 9.3 Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- 9.4 If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- 9.5 The Contractor's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Contractor. As a result, Cal OES

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shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

10. ADDITIONAL TERMS

- 10.1 **Use of Name.** Except as otherwise provided in this Contract, neither Party may use the name of the other Party, or any of such Party's agents, officers, staff members, employees, or affiliates, or any adaptation, acronym or name by which the other Party is commonly known, in any advertising, promotional or sales literature, or other form of publicity without the written permission of the Party whose name is to be used.
- 10.2 **No Additional Rights.** Except as expressly provided in this Contract, nothing in this Contract shall be construed to confer any ownership interest, license or other rights upon a party by implication, estoppel or otherwise as to any technology, intellectual property rights, products, or materials of the other party or any other entity.
- 10.3 **Compliance with Applicable Laws.** The Parties each mutually acknowledge and agree that they are and shall at all times remain in compliance with any applicable law, rule, regulation or other requirement pertaining to the disclosure and use of any personal information disclosed to Contractor herein, including but not limited to applicable California state privacy laws.
- 10.4 **Waiver.** The waiver by any Party of a breach of any provision of this Contract shall not be construed as a waiver of a subsequent breach of the same or any other provision of this Contract. The delay or failure of a party to exercise any right or remedy under this Contract shall not constitute a waiver by the Party of any breach of this Contract. Any waiver of any breach under this Contract must be in writing.
- 10.5 **Headings.** All section headings in this Contract are included solely for the convenience of the parties and shall not be construed to define, limit, extend, or describe the scope of this Contract or the intent of any of its provisions.

11. AUTHORIZED REPRESENTATIVES

- 11.1 The authorized representatives during the term of this Contract are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice. Contractor to notify both Cal OES representatives identified below.

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11.2 For service-related inquiries:

The California Governor's Office of Emergency Services		Sierra Health Foundation: Center for Health Program Management
NAME:	Contract Manager, Abby Browning, Chief, Office of Private Sector/NGO Coordination	Kaying Hang, Vice President, Programs and Partnerships
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	1321 Garden Highway Sacramento, CA 95833
PHONE:	(916) 845-8371	(916) 922-4755 x3319
EMAIL:	abby.browning@caloes.ca.gov	khang@sierrahealth.org

11.3 For administrative Contract inquiries:

The California Governor's Office of Emergency Services		Sierra Health Foundation: Center for Health Program Management
NAME:	Saagar Patel, Contracts Unit Manager	Gil Alvarado, Sr. Vice President of Finance and Administration/CFO
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	1321 Garden Highway Sacramento, CA 95833
PHONE:	(916) 845-8180	(916) 922-4755 x3316
EMAIL:	saagar.patel@caloes.ca.gov	galvarado@sierrahealth.org

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Submit invoices to:

California Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

California Governor's Office of Emergency Services

Sierra Health Foundation:
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COST SHEET**

The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary.

ITEM NO.	MILESTONES/ DESCRIPTION	PLANNED DATES	Associated Cal OES Contribution (75%)	Associated Contractor Contribution (25%)
1	Period 1	07/24/2020 – 10/01/2020	*\$18,281,250.	\$6,250,000.
2	Period 2	10/02/2020 – 12/09/2020	\$18,281,250.	\$6,250,000.
3	Period 3	12/10/2020 – 02/18/2021	\$18,281,250.	\$6,250,000.
4	Period 4	02/19/2021 – 04/30/2021	\$18,281,250.	\$6,250,000.
5	Administrative Fee (not to exceed 2.5% of funds transferred by Cal OES)		\$1,875,000.	N/A
Totals:			\$75,000,000.	\$25,000,000.
Total Budget Amount (not to exceed):				\$100,000,000.

*Payment upon fully executed agreement with following payments being made each period thereafter.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (04/2017) are hereby incorporated by reference and can be accessed by visiting the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. AGREEMENTS FUNDED BY THE FEDERAL GOVERNMENT

- 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 Cal OES by the United States Government for the Fiscal Year(s) 20/21 covered by this agreement for the purposes of this program. 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. The department has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

2. DEBARMENT AND SUSPENSION CLAUSE

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (<https://www.sam.gov/SAM/>) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by Cal OES. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Cal OES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

4. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- A. 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

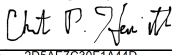
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C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

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Signature of Contractor's Authorized Official

Chet P. Hewitt President & CEO
Name and Title of Contractor's Authorized Official

Date: 8/12/2020

5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

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Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

D. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

6. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide Cal OES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the Cal OES and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

11. FEDERAL REIMBURSEMENTS

Cal OES may seek to obtain federal reimbursement for tasks and deliverables performed as part of this Agreement for the response to the COVID-19 pandemic.