



**COVID-19 Preparedness and Response Program
SUBAWARD
Terms and Conditions**

U.S. Department of Health & Human Services (HHS)
U.S. Assistant Secretary for Preparedness and Response (ASPR)
CFDA # 93.889 - National Bioterrorism Hospital Preparedness Program
FAIN U3REP200652

The U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response, established the Hospital Association COVID-19 Preparedness and Response Activities funding opportunity to support the urgent preparedness and response needs of hospitals, health systems, and health care workers on the front lines of this pandemic in order to prepare them to safely and successfully identify, isolate, assess, transport, and treat patients with COVID-19 or persons under investigation (PUIs) for COVID-19 (the "COVID-19 Program").

To fulfill its obligations under the funding opportunity, CHFT must assure hospitals and health systems eligible to receive ASPR funding expend requested funding in the required categories authorized by the ASPR grant; and Subrecipient is eligible for and desires to receive ASPR grant funding from CHFT.

DELIVERABLES AND OUTCOMES

CHFT shall provide assistance in the form of advance reimbursement to Subrecipient for the purchase of PPE in accordance with Centers for Disease Control and Prevention (CDC) guidelines and with attention to supply chain shortages, and awardee will collaborate, in real time, situational awareness regarding PPE models/types and supply levels with their health care coalitions (HCCs) and state or local public health department.

The expected outcome is that all California hospitals will have increased supply of PPE to utilize, per Centers for Disease Control and Prevention guidelines, to treat patients during anticipated surges related to the COVID-19 outbreak.

SUBRECIPIENT REQUIREMENTS

Subrecipient shall complete Attachment D, "COVID-19 Preparedness and Response Program Budget Report" including detailed receipts to CHFT for the completed purchases monthly as funds are expended. The funds must be used to pay for approved PPE purchases incurred retroactive to January 20, 2020 through April 9, 2021. Deposit of funds shall serve as a commitment to spend the funds as indicated in the Subaward Agreement. Any deviation of spending from what is indicated in the agreement will require the return of all undocumented funds;

Comply with existing and/or future directives and guidance from ASPR regarding control of the spread of COVID-19;

In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care to individuals of other jurisdictions, who seek treatment from the Subrecipient to the same extent that they would provide patient care to similarly situated individuals domiciled in the Subrecipient's jurisdiction;

Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

Subrecipient shall comply with the applicable terms and conditions of the Award attached hereto as Attachment A.

Subrecipient shall provide ASPR with copies of and/or access to COVID-19 data that is pertinent to the award, including COVID-19 test results.

Subrecipient must assure that preparedness activities under this award are not conducted in a manner to restrict healthcare services based on an individual's home jurisdiction and that any facilities that received funds under this award may not restrict services based on an individual's home jurisdiction.

Subrecipient will remain engaged in the Healthcare Coalition throughout the term of the agreement.

BUDGET

CHFT shall provide assistance in the form of advance reimbursement to Subrecipient for the purchase of PPE in accordance with Centers for Disease Control and Prevention (CDC) guidelines and with attention to supply chain shortages, and awardee will collaborate, in real time, situational awareness regarding PPE models/types and supply levels with their health care coalitions (HCCs) and state or local public health department. CHFT reserves the right to reallocate, increase or reduce unexpended funds at any time during the term of this Subaward Agreement in response to a reallocation or reduction of funds by ASPR.

Subrecipient shall follow competitive procurement practices, when possible.

PAYMENT AND DOCUMENTATION

After execution of the Subaward Agreement, payment will be made to Subrecipient, no later than May 8, 2020.

Submit Attachment D, "COVID-19 Preparedness and Response Program Budget Report" including detailed receipts to CHFT for the completed purchases monthly as funds are expended. The funds must be used to pay for approved PPE purchases incurred retroactive to January 20, 2020 through April 9, 2021; and

Monthly budget report and detailed receipts (Attachment D) may be emailed to COVID-19Grant@calhospital.org, or mail to:

Controller, COVID-19 Grant
California Health Foundation and Trust
1215 K Street, Suite 800
Sacramento, CA 95814
Kblanc@calhospital.org

Failure to submit expense documentation by May 31, 2021, will require the return of all undocumented funds.

It is understood by the Subrecipient that the availability of funds under this Agreement is contingent on appropriations made by ASPR to CHFT. In addition, if ASPR fails at any time to continue funding CHFT for the payments due hereunder, this Agreement will be terminated as of the date funding expires without further obligation of CHFT.

AMENDMENTS

All changes to this Agreement must be made by execution of a written amendment signed and approved by the parties.

TERM

The Term of this Agreement shall be from the date of execution by Subrecipient through April 9, 2025. Budget period from April 10, 2020 through April 9, 2021; Project period from April 10, 2020 through April 9, 2025.

MONITORING

CHFT reserves the right to monitor Subrecipient during the term of this Agreement for financial and contractual compliance. In the event CHFT deems Subrecipient to be high risk pursuant to federal regulations and requirements, CHFT may impose special conditions or restrictions on Subrecipient, including but not limited to withholding authority to proceed with activities, requiring additional, more detailed financial reports or other documentation, or return of funds.

DOCUMENT RETENTION

Subrecipient shall retain all books, records and other documents relevant to this AGREEMENT for a period of five (5) years after final payment or the completion of any audit, whichever is later, or as otherwise designated by CHFT in response to requirements imposed by the federal funding agency.

Subrecipient shall allow authorized representatives of CHFT to inspect those records on request.

Subrecipient shall provide CHFT with all records, documents or other information needed to complete the ASPR-required performance measures evaluation.

If Subrecipient is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, Subrecipient shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

CHFT may, upon direction of ASPR, recover any payment made to Subrecipient if Subrecipient fails to retain adequate documentation.

LIABILITY

Neither ASPR nor CHFT will indemnify or hold harmless Subrecipient or its employees against any liability incurred or arising as a result of any activity of Subrecipient or any activity of Subrecipient's employees related to Subrecipient's performance under the contract.

The relationship of Subrecipient to CHFT shall be that of independent contractor. Nothing in this AGREEMENT is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee-related obligation or expense, and shall assume all costs, attorneys' fees, losses, judgments, and legal or equitable remedies imposed associated with the matters outlines in this paragraph in regard to Subrecipient's subcontractors, employees and agents. Subrecipient shall have no authority to bind CHFT or ASPR for any obligation or expense not specifically stated in this contract.

Subrecipient shall be responsible for all claims, actions, liability and loss (including court costs and attorneys' fees) for any and all injury or damage (including death) occurring as a result of Subrecipient's performance or the performance of any subcontractor, including, but not limited to, claims, actions liability and loss involving any equipment used or service provided, under the terms and conditions of this AGREEMENT or any subcontract or other agreement, or based on any violation of any state or federal statute, ordinance, building code or regulation by Subrecipient. Subrecipient shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by CHFT, including its officers, employees and assigns.

TERMINATION

CHFT, in its sole discretion, may terminate the obligations of the parties under this AGREEMENT, in whole or in part, effective immediately upon written notice to Subrecipient if:

ASPR notifies CHFT of its intent to terminate its contract with CHFT; or

Federal funds are not appropriated, continued, or available at a sufficient level to fund this AGREEMENT;
or

A change in federal or state law relevant to this AGREEMENT occurs; or

A material change of the parties to the AGREEMENT occurs.

Changing or deleting terms in the Subaward Agreement will void the agreement.