

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11092

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Dignity Health

2. The term of this Agreement is:

START DATE

4/20/2020

THROUGH END DATE

12/31/2020

3. The maximum amount of this Agreement is:

\$500,000.00

Five Hundred Thousand 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
Attachment 1	Purchased Services Agreement	8
Attachment 2	FEMA Requirements	4

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.)

Dignity Health

CONTRACTOR BUSINESS ADDRESS

3400 Data Drive

CITY

Rancho Cordova

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

Laurie Harting

TITLE

Greater Sacramento Division President

CONTRACTOR AUTHORIZED SIGNATURE

Harting, Laurie - SAC

Digitally signed by Harting, Laurie - SAC  
 DN: dc=edu, dc=dhw, ou=Regional\_Sites, ou=CCAL, ou=HIS, ou=Users, cn=Harting, Laurie - SAC,  
 email=Laurie.Harting@dignityhealth.org  
 Date: 2020.04.22 14:19:47 -0700

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow

Digitally signed by Timothy Bow  
 Date: 2020.04.20 12:27:27 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID-19

## PURCHASED SERVICES AGREEMENT

THIS PURCHASED SERVICES AGREEMENT ("**Agreement**") is made and entered into by and between the **Dignity Health**, a California nonprofit, public benefit corporation on behalf of its Greater Sacramento Division ("**Dignity Health**"), and the **State of California**, as represented by the California Department of Public Health ("**CDPH**"). Dignity Health and CDPH are sometimes referred to herein as a "**Party**" or, collectively, as the "**Parties**."

### RECITALS

A. The State of California (the "**State**") is facing a pandemic arising from the spread of the novel coronavirus ("**COVID-19**"), including an anticipated surge in the number of people in California who are infected and have COVID-19 (the "**Pandemic**").

B. In response to the Pandemic, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25-20 dated March 12, 2020 (collectively, and as may be further expanded from time to time, the "**Emergency Declaration and Executive Order**").

C. All agencies of the state government are required to perform any and all activities consistent with the direction of the State, pursuant to the Emergency Declaration and Executive Order.

D. The State through the California Department of Public Health ("**CDPH**") has operationalized a COVID-19 field hospital located at the Sleep Train Arena (the "**Field Hospital**") in order to expand the State's capacity to respond to the Pandemic and to provide health care services to patients with COVID-19.

E. Dignity Health owns and operates acute care hospitals in the Sacramento region.

F. CDPH desires to engage Dignity Health to provide certain services to Field Hospital patients under the terms and conditions set forth herein.

### AGREEMENT

#### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. SUMMARY OF TERMS

1.1 **Effective Date.** This Agreement shall commence on April 20, 2020 (the "**Effective Date**").

1.2 **Expiration Date.** This Agreement shall expire on December 31, 2020 (the "**Expiration Date**") unless sooner terminated as provided herein.

1.3 **Covered Services and Rates.** Dignity Health shall provide the Covered Services set forth in Exhibit 2.1 hereto. CDPH shall compensate Dignity Health at the rates set forth in that same Exhibit.

**1.4 CDPH's Address for Notice.**

P.O. Box 997377, MS 0500  
Sacramento, CA 95899-7377

**1.5 Dignity Health Address for Notice.**

Dignity Health Legal Team  
3400 Data Drive  
Rancho Cordova, CA 95670

**ARTICLE II.**  
**HOSPITAL'S OBLIGATIONS**

**2.1 Covered Services.** Dignity Health shall provide the Covered Services listed in Exhibit 2.1 to Field Hospital patients, subject to the availability of Dignity Health's facilities, equipment and personnel. Covered Services shall only be provided to Field Hospital patients identified by CDPH or pursuant to an order by a Field Hospital physician.

**2.2 Professional Standards.** Covered Services provided by Dignity Health under this Agreement shall be provided by duly licensed, certified or otherwise authorized, and accredited personnel who shall provide such services consistent with the scope of their license, certification or accreditation and in accordance with the generally accepted medical and surgical practices and standards prevailing in the applicable professional community.

**2.3 Hours of Service.** Dignity Health shall be available to provide Covered Services to Field Hospital patients as mutually agreed upon by Dignity Health and CDPH.

**2.4 Equipment.** Dignity Health shall provide certain equipment as reflected in Exhibit 2.1 ("Equipment") as follows:

(a) Dignity Health shall provide such Equipment in proper operating condition, but also "AS IS," without any warranty or guaranty, express or implied, including without limitation any warranty of standard, condition, quality, or suitability, or implied warranties of merchantability or fitness for a particular purpose.

(b) Dignity Health shall be responsible for delivery of the Equipment in proper operating condition to the Field Hospital.

(c) The Equipment shall at all times be and remain the property of Dignity Health and shall contain appropriate markings to signify such ownership. Nothing contained in this Agreement shall give or convey to CDPH any right, title or interest in and to any of the Equipment.

**2.5 Compliance with Ethical Standards.** Dignity Health shall comply with the Statement of Common Values for Community Sponsorship, as approved by Dignity Health (the "Statement") when providing Covered Services hereunder.

**2.6 Compliance with Laws.** Dignity Health shall comply with any and all laws applicable to this Agreement and the provision of the Covered Services (hereafter, "Law(s)").

**ARTICLE III.**  
**CDPH'S OBLIGATIONS**

**3.1 Compliance with Laws and Sponsor Requirements.** CDPH shall comply with any and all laws and regulations applicable to this Agreement, CDPH, the Field Hospital, and the obligations of CDPH under this Agreement. CDPH shall be solely and exclusively responsible for compliance with all laws and regulations

applicable to operation of the Field Hospital and billing any patients or third party payors, including but not limited to Medicare and Medi-Cal, for Covered Services.

**3.2 Administration.** CDPH shall be solely responsible for providing or arranging for administrative oversight and operation of the Field Hospital.

**3.3 Medical Records.** CDPH, through the Field Hospital, shall maintain all patient medical records relating to Covered Services provided, in such form and containing such information as required by applicable laws.

**3.4 Maintenance and Return of Equipment.** CDPH shall maintain and return the Equipment as follows:

(a) CDPH agrees to inspect the Equipment prior to acceptance. In the event that CDPH is not satisfied with the condition of any Equipment, CDPH must notify Dignity Health, and Dignity Health shall replace any defective Equipment with non-defective Equipment.

(b) CDPH shall undertake its best efforts to maintain the Equipment in good operating order, repair, condition and appearance in accordance with manufacturer's recommendations, normal wear and tear excepted. Should the Equipment require any repairs necessary for Equipment's proper operation, CDPH shall coordinate such repairs with Dignity Health at CDPH's cost.

(c) CDPH agrees that CDPH will use the Equipment solely at the Field Hospital. CDPH State will not assign, loan, mortgage or pledge the Equipment to any third party.

(d) CDPH shall promptly and fully report to Dignity Health if any Equipment shall be or shall become worn out, lost, stolen, destroyed, irreparably damaged in the reasonable determination of CDPH, or permanently rendered unfit for use or is otherwise involved in an accident causing personal injury or property damage.

(e) CDPH will not affix or install any accessory, equipment or device on any Equipment if such addition will impair the originally intended function or use of such Equipment without the prior written consent of Dignity Health.

(f) CDPH shall return the Equipment to Dignity Health in the same condition as CDPH received the Equipment, normal wear and tear excepted, upon mutual agreement of the Parties or upon request by Dignity Health, but in any event no later than the termination or expiration of this Agreement.

**3.5 Representation and Warranties by CDPH.** CDPH represents and warrants that CDPH may lawfully contract with Dignity Health for the Covered Services and that no provision of this Agreement, nor any act required of Dignity Health pursuant to this Agreement, violates any state or federal law or regulation.

#### **ARTICLE IV.** **RELATIONSHIP BETWEEN THE PARTIES**

**4.1 Independent Contractor.** Dignity Health is and shall at all times be an independent contractor with respect to CDPH in the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Dignity Health and CDPH.

**4.2 Referrals.** Nothing in this Agreement or in any other written or oral agreement between Dignity Health and CDPH, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business between the Parties.

**4.3 Insurance Requirements: Indemnity.**

(a) **Workers' Compensation Insurance.** Dignity Health and CDPH, at their respective sole cost and expense, shall maintain throughout the term of this Agreement workers' compensation insurance as required by the State of California.

(b) **Indemnification.**

(i) **Services Pursuant to Emergency Declaration; Immunity.** Dignity Health is entering into this Agreement with the CDPH solely to assist the State in connection with the COVID-19 Emergency and based on the mutual understanding that these are emergency services within the meaning of Government Code §8659, as well as the provisions of California Government Code §8657(b) and California Civil Code §1714.5. Accordingly, (i) CDPH will not assert a breach of this Agreement unless there is proof of bad faith on the part of Dignity Health, (ii) CDPH extends its sovereign immunity protections to Dignity Health to the maximum extent permitted by law (taking into account the Emergency Declaration and Executive Order), and (iii) Dignity Health shall have no liability for any injury sustained by any person by reason of the services provided pursuant to this Agreement or otherwise at the Field Hospital, regardless of how or under what circumstances or by what cause those injuries are sustained.

(ii) **Indemnification.** Except as otherwise expressly set forth in this Agreement, to the maximum extent permitted by law, it is the intent of the Parties, and CDPH acknowledges and agrees, that CDPH will be solely responsible for all losses in connection with operation of the Field Hospital. To the maximum extent permitted by Law, CDPH shall indemnify and defend and hold harmless Dignity Health from and against, and shall pay and reimburse Dignity Health for any and all losses incurred or sustained by, or imposed upon, Dignity Health, directly or indirectly, based upon, arising out of, with respect to or by reason of: (i) any breach by CDPH; (ii) the operation of the Field Hospital, including the provision of health care services and professional services provided at the Field Hospital; (iii) any act or omission by CDPH or Dignity Health in connection with the Field Hospital; and (vi) any non-compliance with applicable Laws respecting the operation of the Field Hospital, including, but not limited to, the failure to have in place all required permits or waivers respecting the Field Hospital and compliance with HIPAA and other privacy Laws. The Parties acknowledge that certain types of claims, including but not limited to, malpractice claims, may not be asserted for several years after the expiration of the term of this Agreement, and the foregoing indemnity is intended to cover any such claims whenever they arise. All of the terms and conditions of this Section 4.3, including, without limitation, CDPH's indemnification obligations and waivers, shall survive the expiration or earlier termination of this Agreement for any reason.

**ARTICLE V.  
COMPENSATION**

**5.1 Rates.** CDPH shall reimburse Dignity Health for all Covered Services at the rates set forth in the attached Exhibit 2.1.

**5.2 Billing Procedures.** Dignity Health shall bill CDPH for all Covered Services. Dignity Health shall use best efforts to submit to CDPH a written or electronically generated billing statement in accordance with standard industry practice within ninety (90) days following provision of Covered Services.

**5.3 Timing of Compensation.** CDPH shall process claims and remit all payments due to Dignity Health within sixty (60) calendar days following CDPH's receipt of claims from Dignity Health. Amounts owed by CDPH to Dignity Health shall not be contingent upon payment by Sponsor to CDPH.

**5.4 Third Party Billing.** Dignity Health shall not bill any patient or third party payor for Covered Services. Any such billing performed by CDPH shall be CDPH's sole responsibility. Dignity Health makes no representations with regard to whether any Covered Service may be billable to any patient or third party payor.

## **ARTICLE VI.**

### **TERM AND TERMINATION**

**6.1 Term.** This Agreement shall commence on the Effective Date and shall continue until the Expiration Date, unless earlier terminated pursuant to this Article VI.

**6.2 Termination Upon Breach.** In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall be not less than ten (10) calendar days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

**6.3 Termination Without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective ten (10) calendar days after written notice of termination is given to the other Party.

**6.4 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations that expressly survive termination or expiration of this Agreement.

## **ARTICLE VII.**

### **GENERAL PROVISIONS**

**7.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and explicitly indicate that such writing modifies or amends this Agreement.

**7.2 Assignment.** CDPH may not assign any of its rights, interests, duties, or obligations under this Agreement without Dignity Health's prior written consent, which consent may be given or withheld in Dignity Health's sole discretion. Any attempted or purported assignment by CDPH in violation of this Section shall be void.

**7.3 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink or electronic signature, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

**7.4 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (a "*Dispute*"), the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "*Dispute Notice*"), meet and confer in good faith regarding such Dispute at such time and

place as mutually agreed upon by the Parties (the ***“Meet and Confer”***). The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws, including California Evidence Code Section 1152. If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), either Party may initiate litigation with respect to such Dispute in any state or federal court located within the County in which the Dignity Health is located. CDPH hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceedings, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. CDPH also waives the right to demand a jury in any action in which Dignity Health is a party with respect to this Agreement. This Section 7.4 shall survive the expiration or termination of this Agreement.

**7.5 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the Parties with respect to such subject matter.

**7.6 Exhibits and Attachments.** The attached exhibits and attachments, together with all documents incorporated by reference in the exhibits and attachments, form an integral part of this Agreement and are incorporated by reference into this Agreement.

**7.7 Force Majeure.** No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics/pandemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information system interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**7.8 Governing Law.** This Agreement shall be interpreted and enforced in accordance with the internal laws, and not the law of conflicts, of the State of California.

**7.9 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**7.10 HIPAA.** CDPH acknowledges that Field Hospital and Dignity Health are each a ***“Covered Entity”*** as such term is defined under the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations (***“HIPAA”***). As a Covered Entity separate from Dignity Health, CDPH shall cause Field Hospital to implement all necessary policies, procedures, and training to comply with HIPAA and other Laws applicable to the use, maintenance, and disclosure of patient-related information.

**7.11 Non-Discrimination.** Dignity Health and CDPH shall not differentiate or discriminate in the provision of Covered Services on the basis of race, color, creed, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, disability, health status, evidence of insurability, or claims history, or any other legally protected status, in violation of any applicable Law.

**7.12 No Third Party Beneficiary Rights.** This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

**7.13 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery), (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service), or (c) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service). Notice shall be delivered or sent to the Party's address indicated in Article I, or such other address as provided by a Party, from time to time, pursuant to this Section.

**7.14 Severability.** If any provision of this Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part of such provision, shall be severed from this Agreement. The illegality, invalidity or unenforceability of any provision, or part of any provision, of this Agreement shall not affect any other provisions of this Agreement, which shall continue in full force and effect.

**7.15 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Purchased Services Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Apr 19, 2020  
Dated: \_\_\_\_\_

**DIGNITY HEALTH**, a California nonprofit public benefit corporation on behalf of its Greater Sacramento Division

DocuSigned by:  
By: Laurie Harting  
Laurie Harting C6F804D4...  
Dignity Health Greater Sacramento Division President

Apr 19, 2020  
Dated: \_\_\_\_\_

**STATE OF CALIFORNIA**, as represented by the California Department of Public Health

DocuSigned by:  
By: Jennifer P. [Signature]  
Name: Jennifer P. [Signature]  
Title:



## Exhibit 2.1

### Covered Services and Rates

Dignity Health shall provide the following Covered Services:

1. Laboratory.

- a. Dignity Health shall case one phlebotomist to visit the Field Hospital twice per day (9 am and 5 pm preferred) to perform blood draws.
- b. Dignity Health will supply all equipment and supplies necessary for routine blood draws. Dignity Health will process blood tests at one or more of its regional laboratories, as determined in its sole and absolute discretion.
- c. Results of all blood tests will be provided to the Field Hospital. The Field Hospital shall be responsible for providing test results to its physicians and other providers as appropriate.

2. Radiology.

- a. Dignity Health shall arrange for one portable chest x-ray machine to stay on-site at the Field Hospital.
- b. Dignity Health will arrange for an x-ray technician to visit the Field Hospital up to twice per day (if needed) to obtain x-rays, as ordered by a Field Hospital physician.
- c. Dignity Health will process all x-rays.
- d. Dignity Health will arrange for x-rays to be made available to the Field Hospital. The Field Hospital shall be responsible for providing x-rays to its physicians and other providers, as appropriate.

3. Portable electrocardiogram ("EKG") machine.

- a. Dignity Health shall arrange for one portable EKG machine to stay on-site at the Field Hospital.
- b. The Field Hospital shall operate the EKG machine and process all EKG readings.
- c. The Field Hospital shall be responsible for providing all EKG results to its physicians and other providers, as appropriate.

4. Rates.

- a. CDPH shall reimburse Dignity Health at a rate equal to 130% of applicable Medicare rates for laboratory and radiology services.
- b. CDPH shall pay Dignity Health Fifty Dollars (\$50) per day for the portable EKG machine.

**Federal Emergency Management Agency (FEMA) Requirements****1.1 Changes**

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.

**1.2 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 only. The Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**1.3 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.

**1.4 Program Fraud and False or Fraudulent Statements or Related Acts**

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

**1.5 Clean Air Act**

1.5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

1.5.2 The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

1.5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**1.6 Federal Water Pollution Control Act**

- 1.6.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 1.6.2 The Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 1.6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 1.7 Debarment and Suspension

- 1.7.1 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's 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).
- 1.7.2 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.
- 1.7.3 This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 1.7.4 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.

#### 1.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- 1.8.1 Contractor 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 who in turn will forward the certification(s) to the awarding agency.

## 1.9 PROCUREMENT OF RECOVERED MATERIALS

- 1.9.1 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—

1.9.1.1 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

1.9.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

1.9.2.2 Meeting contract performance requirements; or

1.9.2.3 At a reasonable price.

CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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.
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, 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.
3. 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 section 1352, title 31, U.S. Code. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date