

Merck Foundation – Collaborative for Equity in Cardiac Care
Northern California Heart Health for All Collaborative Project

This contract agreement (“Agreement” or “Contract Agreement”) is entered into as of the _____ by the Providence Medical Foundation (herein referred to as “Providence”) and County of Sonoma on behalf of its Department of Health Services (hereinafter referred to as the “Subrecipient”) in connection with the awarded Merck Foundation grant. The Subrecipient agrees to the terms and conditions of this Agreement to undertake the Northern California Heart Health for All Collaborative Project (herein referred to as the “Program”).

This Contract Agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget), and any and all reports and closing documents executed in connection herewith.

Subrecipient:	County of Sonoma Department of Health Services
EIN:	94-6000539
Mailing Address:	1450 Neotomas Ave., Suite 200, Santa Rosa, CA 95405
Award Type & Amount (Full Master Grant Amount):	Grant - Merck Foundation \$1,750,000 (Primary Grant Awardee: Providence)
Subgrantee Amount:	\$229,931 (See Exhibit 4 for annual payment breakdown)
Final Funding Spend Down Date:	September 30, 2030

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on Effective Date and complete the Program no later than September 30, 2030, (hereinafter referred to as the “Program Expiration Date”).

2. Method of Payment

Payments will be made by Providence Medical Foundation to Subrecipient in the form of an annual payment for eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient’s continued compliance with the provisions set forth in this Contract Agreement and any/all Providence Policies and Procedures, any applicable local, state, and federal laws, and any applicable Collaborative policy memo, regulation, communication or guideline, as the same may be amended from time to time.

3. Funding

It is expressly understood that in no event will the total funding exceed \$229,931 unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the Providence’s receipt of full Merck Foundation funding and authorization from Merck to use funds in support of the Program. Any reduction in funding may result in reduction or elimination of funding for this Contract Agreement.

4. Regulations

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the deliverables and rules and regulations set within the grant agreement from the Merck Foundation.

5. Program Description, Program Schedule, and Scope of Work

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, Program Schedule, and Scope of Work as outlined in the collaborative proposal. In any instance where the Program Description, Program Schedule, and/or Scope of Work may be in conflict with other terms of the Merck Contract Agreement and the Subrecipient Contract Agreement, the Merck Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the Collaborative (Providence and subgrantee partners) prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Contract Agreement at Providence's discretion.

6. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement ("Program Budget"). Providence may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required upon request.

The Subrecipient shall not obligate, encumber, spend or otherwise utilize funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit approval to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget categories include:
 - Non-Administrative Personnel Costs
 - Program Delivery Costs
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval so long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be approved.

7. Fund Disbursement

The subgrantee will submit an annual invoice in accordance with Exhibit 4 after Providence has received the annual payment from the Merck Foundation. Once submitted, the invoice will be processed by Providence and payment will be sent within 60 days.

8. Commitment

Providence agrees to disburse Merck Foundation funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall Providence be liable for any costs incurred in excess of this commitment (hereinafter referred to as the "Merck commitment"), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by Merck and/or Providence.

9. Commencement and Duration

The Subrecipient agrees that the Program shall not commence, nor shall any costs be incurred or obligated, prior to execution of this Contract Agreement unless approved in writing by Providence.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by Providence.

10. Drug Free Workplace

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free

Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

11. Providence and Merck Recognition

The Subrecipient agrees to recognize the Merck Foundation in providing assistance pursuant to this Contract Agreement in alignment with the rules and requirements outlined by the Merck Foundation. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source.

12. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

13. Right to Monitor

Providence shall have the right to monitor Subrecipient's compliance with all applicable Program requirements by whatever means Providence deems appropriate. This right shall continue throughout and until the grant closeout with Merck.

14. Record Retention and Access to Records

Subrecipient agrees that Providence, the Merck Foundation, or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the grant closeout with Merck Foundation.

15. Limitation of Liability

Subrecipient acknowledges that Providence shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should Providence find a material default or noncompliance with this Contract Agreement, as determined by Providence in its sole discretion and, as a result thereof, cease disbursement of Merck funds, Providence shall incur no liability to Subrecipient.

16. Subrecipient Responsibilities and Indemnification for Non-compliance

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the Merck Foundation program and the guidance provide. Subrecipient represents that it has accurately and completely described the Program in its Application and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the Merck program. **Indemnification Generally**

Subrecipient shall defend, hold harmless and indemnify Providence, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that

may occur as a result of work performed in connection with its Program, (ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between Providence and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of Providence shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

17. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

18. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with Program funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a Merck-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to Providence upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

19. Privacy Protection

Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Contract Agreement. Providence shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be strictly limited to whether such policy complies with Providence requirements. In no event may any statement by Providence be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government or court. Nor may any statement by Providence be used by Subrecipient for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices, without Providence's prior written consent.

20. Programmatic Changes

Subrecipient will promptly notify Providence in the event of changes in key personnel and obtain approval from Providence whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Application; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by Providence as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify Providence may result in termination of this Contract Agreement.

21. Subrecipient Reporting, Audit, and Record Keeping Requirements

Subrecipient reporting, audit and record keeping requirements are outlined in the Merck Foundation award agreement. Subrecipient will follow the set dates for reporting requirements, audit reviews and record keeping requirements as necessary from the primary grantor (Merck Foundation).

22. Close-outs

The Subrecipient's obligation to the Providence shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments or submission of invoices;
- b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Providence; and
- c. Determining custodianship of records.

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over funds.

23. Subrecipient's Representations.

Subrecipient represents to Providence as follows:

- a. Its execution, delivery and carrying out of the terms and conditions of the Application and this Contract Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- b. There has been no material adverse change in its financial condition since the filing of the Application;
- c. The representations, warranties and statements of fact of Subrecipient as set forth in the Application and this Contract Agreement are true, accurate and complete in all material respects as of the date hereof;
- d. It has not failed to provide Providence with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- e. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as Providence may request in connection therewith; and
- f. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

24. Survival of Agreements

All agreements, covenants, representations, and warranties made in the Subrecipient's Application and this Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

25. Events of Default and Pursuit of Remedies

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract Agreement and any/all accompanying closing documents, as determined by Providence in its sole discretion; or
- b. Any representation or warranty made herein or in any/all Subrecipient applications, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Contract Agreement is proven to be false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, Providence may, at its option, send Subrecipient a Notice of Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, Providence may, upon ten (10) business days' notice, terminate or suspend this Contract Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby

expressly waived by Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Providence in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract Agreement. In addition, Providence may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud or misrepresentation, whether through commission or omission.

26. Termination

This Contract Agreement shall remain in effect for the period defined on page one (1) of this Contract Agreement.

In accordance with the Merck Foundation agreement, Providence may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with Merck Foundation guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to Providence of reports that are incorrect or incomplete in any material respect.

This Contract Agreement may also be terminated for convenience by either Providence or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, which shall be no less than 30 days from the notice date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Providence determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Providence may terminate the award in its entirety. Furthermore, if either party terminates the program before completion, all funds paid for work not completed shall be returned.

27. No Waiver

No delay or omission by Providence to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether Providence has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by Providence to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

28. Benefit

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of Providence to such assignment has been first obtained.

29. Governing Law

This Contract Agreement is being executed and delivered in the State of California and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

30. Section Headings and Subheadings

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

31. Changes to the Agreement

The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of Providence, and with the approval of subrecipient. Certain terms of the Contract Agreement, such as

the Program Budget line items or Program Schedule, may be changed by written approval by Providence or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release Providence or the Subrecipient from its obligations under this Contract Agreement.

Providence may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both Providence and the Subrecipient.

32. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

33. List of Exhibits

Exhibit 1: Merck Foundation Award Agreement

Exhibit 2: Northern California Heart Health for All Proposal

Exhibit 3: Program Budget

Exhibit 4: Payment Schedule and Scope of Work Summary

Providence and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

Signature

Providence

Name:

Title:

Signature

County of Sonoma

Name: Nolan Sullivan

Title: Director, Department of Health Services