

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-10241	PURCHASING AUTHORITY NUMBER (If Applicable)
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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

County of Monterey Health Department

2. The term of this Agreement is:

START DATE

09/01/2024, or upon CDPH approval, whichever is later

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$90,000 - Ninety 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
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B*	Budget, Attachment I	1
Exhibit C*	General Terms and Conditions	GTC 04-2017
Exhibit D	Special Terms and Conditions	9
Exhibit E	Additional Provisions	4
Exhibit F	Contractor's Release	1

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.)

County of Monterey Health Department

CONTRACTOR BUSINESS ADDRESS

1270 Natividad Road

CITY

Salinas

STATE

CA

ZIP

93906

PRINTED NAME OF PERSON SIGNING

Elsa Mendoza Jimenez

TITLE

Director of Health Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-10241	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

850 Marina Bay Parkway, P-3

CITY

Richmond

STATE

CA

ZIP

95804

PRINTED NAME OF PERSON SIGNING

Vanessa Manson

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

CDPH #5

Exhibit A Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH), Occupational Health Branch (CDPH/OHB), the services described herein.

The CDPH/OHB was allocated funding in the Governor's climate and opportunity agenda, to advance implementation of the Extreme Heat Action Plan. This contract builds on extreme heat adaptation and resiliency programs funded through the 2021-22 Climate Budget and numerous proposals in the Governor's Budget proposal, all of which advance the areas of near-term focus outlined in the Administration's Extreme Heat Action Plan. This contract implements the CDPH/OHB's charge to review existing data to identify and prioritize worker groups at highest risk of extreme heat effects. Senate Bill 179 section 136 schedule 34 of Budget Act 2022 allows encumbrance or expenditure until June 30, 2025.

The Contractor, informed by CDPH/OHB, shall carry out activities focused on Data reporting and Surveillance. The Contractor shall focus activities in designated catchment area(s)/jurisdiction(s) that the Pilot Project identifies [e.g., the entire county, city, unincorporated areas, designated neighborhood(s), zip code(s)]. The Contractor shall identify and incorporate methods to promote equity throughout all Pilot Project activities.

CDPH/OHB reserves the right to extend or shorten the term and increase or decrease the funding amount of the resulting agreement via an amendment. Contract agreement extensions are subject to satisfactory performance and funding availability. This agreement will reimburse expenses incurred in arrears only.

2. Service Location

The services shall be performed at the Contractor's place of business and/or facilities available to Contractor in California as well as other locations within the state such as, but not limited to, other locations within the state where events, trainings, meetings, and conferences will be held.

3. Service Hours

In general, the services shall be provided during normal Contractor business hours, Monday - Friday, 8:00 A.M. – 5:00 P.M. Pacific Standard Time (PST), excluding National and County Holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Dr. Robert Harrison Telephone: (510) 620-5757 Fax: (510) 620-5743 E-mail: robert.harrison@cdph.ca.gov	County of Monterey Health Department Diksha Ramnani Telephone: (831) 755-4553 Fax: (831) 755-8046 E-mail: RamnaniD@countyofmonterey.gov
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B. Direct all inquiries to:

California Department of Public Health Occupational Health Branch Attention: Richard Votava 850 Marina Bay Parkway, Building P, 3 rd Fl., Richmond, CA 94804 Richmond, CA Telephone: (510) 323-5402 Fax: (510) 620-5743 E-mail: richard.votava@cdph.ca.gov	County of Monterey Health Department Attention: Diksha Ramnani 1270 Natividad Road Salinas, CA 93906 Telephone: (831) 755-4553 Fax: (831) 755-8046 E-mail: RamnaniD@countyofmonterey.gov
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address County of Monterey Health Department Public Health Bureau-Accounts Payable 1270 Natividad Road Salinas, CA, 93906 (831) 755-4500 412-phfiscal@countyofmonterey.gov
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D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Progress Reports and Meetings

- A.** Contractor shall submit quarterly progress reports to CDPH/OHB to determine if the Contractor is on the right track with contract implementation. Progress reports shall be cumulative in nature and include an overview of Pilot Project activities, a brief summary of work performed to date for each activity, any partners involved in work activities and their roles, and the status of each activity (e.g., on track, completed). In addition, progress reports shall include a description of any barriers/challenges that were experienced, any steps that were taken by the Contractor to address barriers/challenges, and requests for support from CDPH/OHB to help address barriers/challenges (as needed). Progress reports shall be submitted by December 31, 2024 and March 31, 2025.
- B.** County of Monterey Health Department (MCHD) will participate in, at minimum, quarterly meetings with OHB. Meetings shall be held to review and discuss progress to date, provide any necessary contextualization of interim findings, and develop timely strategies for addressing any challenges that have been encountered.

6. Services to be Performed

- A.** The scope of services that will be provided include the following activities:

6. Services to be Performed

A. The scope of services that will be provided include the following activities:

1. **MCHD will create or test syndrome definitions for heat-related healthcare visits.** The existing heat-related illness definitions will be tested with the County's data to ensure accuracy. Any modifications will be evaluated by a thorough record review and the resulting positive and negative predictive values will be shared with CDPH. A new definition may be created if significant modifications are necessary.
2. **A new definition will be developed for occupation-related healthcare visits.** MCHD will develop a list of common free-text terms and ICD-10 codes associated with occupation or work using available literature and the 'Chief Complain Query Validation' tool within ESSENCE. CDPH will be provided with the opportunity to modify the list in collaboration with MCHD. The query syntax will then be developed and tested by MCHD, and any resulting metrics will be shared with CDPH.
3. **MCHD will develop and share monthly reports with CDPH.** The reports will include, at minimum, the following metrics:
 - a. Proportion of heat-related illness (HRI) healthcare visits in the past month.
 - b. Proportion of occupation-related healthcare visits in the past month.
 - c. Count of possible and probable occupational HRI visits
 - d. Age group, sex, race, and ethnicity distribution of visits contributing to the metrics in a, b, and c.
 - e. Site-wide data quality metrics on completeness, timeliness, and validity of Chief Complaint, Discharge Diagnosis, Triage Notes, and key demographic variables.
4. **A final project report will include a summary of work done and recommendations for wider implementation will be provided.** The report will be shared with CDPH prior to the end of the contract on June 30, 2025.

The scope of this project does not include changes to the data currently being collected in MCHD's Syndromic Surveillance system. Any changes to the data or contributing facilities are due to regular onboarding or data quality improvement efforts part of routine maintenance of the program. If there are any major changes to the data during the term of this contract, a list of changes will be shared with CDPH as appropriate and any impact on ongoing surveillance activities.

B. Deliverables:

Deliverable	Description	Due Date
HRI syndrome definition	Query validation metrics for the available HRI definitions.	September 30, 2024
Occupation-related visit syndrome definition	A definition document detailing the final occupation-related visit definition syntax and combined HRI query.	Oct 31, 2024
Quarterly progress reports	Brief report describing progress to date, describing and justifying deviations from timeline, and summarizing remaining work to be completed and projected changes to timeline.	Dec 31, 2024 and March 31, 2025
Monthly syndromic surveillance reports	Monthly reports of occupational heat-related illness (HRI) visits with metrics defined in SOW submitted to OHB as written reports or snapshots of interactive data dashboard.	November 2024 - June 30, 2025
Final report	Final project report describing: <ul style="list-style-type: none"> • Methodology • Surveillance data reporting results (summary of reports, snapshots of data tool, etc.) • Strengths and limitations of occupational HRI surveillance data • Lessons learned • Recommendations for best practices guidance in development by OHB 	June 30, 2025

DIKSHA RAMNANI

Salinas, CA • 831-755-4553 • ramnanid@countyofmonterey.gov

WORK EXPERIENCE

Monterey County Health Department (Salinas, CA)

Supervising Public Health Epidemiologist

- Supervise work of epidemiologists and multiple fellows.
- Develop project and work plans for multiple analytical projects.
- Lead and guide epidemiological investigations of varying complexities.
- Serve as a co-chair for National Syndromic Surveillance Program (NSSP) Community of Practice's Analytical Tools for Health Surveillance subcommittee.

Public Health Epidemiologist II

- Coordinated epidemiological investigations for various communicable diseases, including guiding infection control practices and performing statistical analyses of varying complexities.
- Designed and developed interactive Power BI dashboards to visualize key metrics for disease surveillance.
- Organized a cross-functional team to analyze genomic sequencing and epidemiologic data for cluster detection.
- Operationalized the county's syndromic surveillance system by ensuring completeness and compliance of HL7 messages with national standards.

Wisconsin Department of Health Services (Madison, WI)

Syndromic Surveillance Data Analyst and Program Evaluator

- Evaluated and improved data quality for elements of public health importance.
- Chaired the Data Quality Subcommittee within the NSSP Community of Practice leading monthly meetings and representing syndromic surveillance practitioners in national discussions.
- Collaborated within an interdisciplinary team to plan public health surveillance activities for the Democratic National Convention.
- Analyzed and presented key data for COVID-19 response and special event public health surveillance.
- Trained and guided work of junior team member and COVID-19 support staff.
- Facilitated utilization of syndromic data and the CDC-developed tool, ESSENCE.
- Corresponded with local health departments for syndromic surveillance needs.
- Evaluated data quality issues to address strengths and limitation of the data for local analyses.

Health Care Improvement Foundation (Philadelphia, PA)

Health Care Quality Data Analyst

- Examined data and created reports for Pennsylvania Urologic Regional Collaborative.
- Performed statistical analyses on various data sources and elements to support program objectives.
- Collaborated with project leaders on hospital quality improvement initiatives.

EDUCATION

Drexel University Dornsife School of Public Health (Philadelphia, PA)

Master of Public Health in Epidemiology

University of California, Irvine (Irvine, CA)

Bachelor of Science in Public Health Sciences

Evonne Koo

Salinas, Ca 93906 ♦ (831) 755-4625 ♦ kooe@countyofmonterey.gov

EXPERIENCE

MONTEREY COUNTY HEALTH DEPARTMENT – PUBLIC HEALTH BUREAU

Salinas, CA

Public Health Epidemiologist II

July 2021 – Present

- Investigates and provides infection control and prevention guidance to facilities or agencies experiencing outbreaks of communicable diseases
- Monitors and provides disease-specific data analysis on local usage of participating healthcare facilities using the National Syndromic Surveillance Program’s BioSense Platform
- Conducts disease and outbreak surveillance using various available data sources including: Electronic Surveillance System for Early Notification of Community-based Epidemics, the California Reportable Disease Information Exchange (CalREDIE), etc.
- Coordinates between long-term facilities and County programs for any outbreak response resource needs
- Updates and disseminates public-facing reporting documents to better gather relevant data and to increase accessibility
- Provides guidance and direction to County COVID-19 team for case and exposure event report processing and investigations
- Documents and reports incidents of reportable diseases and outbreaks in CalREDIE
- Plans, organizes and coordinates educational outreach to community members and Emergency Shelter Staff with best infection prevention and hand hygiene practices
- Designs, collects and analyzes survey data for food-borne illness outbreaks and needs assessments
- Designs, conducts and performs qualitative analysis on focus group data for other Public Health program needs assessments
- Trains new staff and fellows on unit processes, reporting and epidemiological methods used

COUNTY OF HUMBOLDT – EMERGENCY OPERATIONS CENTER

Eureka, CA

COVID-19 Epidemiologist

September 2020 – June 2021

Joint Information Center (JIC) – Subject Matter Expert, Call Center Lead

March 2020 – June 2021

- Analyzes local testing and case data to characterize local COVID-19 incidence, provides descriptive statistics and assesses risk for disease in different populations
- Produces written and oral reports daily, data visualizations, and presentations and provides updates on the epidemiological course of COVID-19 in the community to Public Health leadership and response staff
- Collects, analyzes and provides data in response to public and media-related inquiries
- Assists contact investigation team with creating reports needed for grant deliverables and situational awareness
- Provides quality checks on data gathered by the Public Health Data Task Force
- Participates in Public Health leadership discussions regarding needs for the response and to improve internal processes
- Provides guidance to Joint Information Center team regarding public dissemination of local COVID-19 data and information
- Conducts quantitative, qualitative analysis and data visualization of inquiries received by the JIC to inform decision making and help leadership maintain situational awareness while adjusting messaging and resources as needed
- Developed and maintains the database used to track more than 45,000 inquiries and compliance calls received by the JIC
- Conducts qualitative analysis and reports on complaints received by the JIC to meet grant deliverables
- Conducts radio interviews in response to media inquiries about recommendations for COVID-19 preventative measures
- Monitors information disseminated by CDPH and CDC to identify the latest recommendations and best practices for review

EDUCATION

UNIVERSITY OF MICHIGAN SCHOOL OF PUBLIC HEALTH

Ann Arbor, MI

Master of Public Health in Epidemiology

August 2010 – December 2012

Master of Public Health in Health Behavior & Health Education

- Epidemiology Capstone Project- Targeted Infection Control Program (TIP) in Nursing Homes: An Educational Intervention

UNIVERSITY OF CALIFORNIA, MERCED

Merced, CA

Master of Science, Quantitative and Systems Biology

August 2009 – May 2010

- Graduate research in cellular immunology

Bachelor of Science, Biological Sciences, Integrative Biology

August 2005 – December 2009

- Emphasis in Ecology/Evolution, Minor in Psychology

Jesus E. Garcia

1270 Natividad Rd,
Salinas, CA 93906
(831) 755-4536
Garciaj9@countyofmonterey.gov

EDUCATION

San Jose State University, San Jose, CA - *Master of Public Health. August 2019 - May 2022.*

California State University Monterey Bay, Seaside, CA - *Collaborative Health and Human Services, With a concentration in Community Health. August 2014 - May 2018.*

SKILLS

Referrals and networking, Case Management. Computer skills: Proficient in SAS, NSSP BioSense, Word, Excel, Powerpoint, Publisher, Adobe Illustrator, Outlook, Microsoft Office, EPIC, Internet Explorer, MAC operating systems. Intermediate in R system.

Other skills: Learner, Responsible, Includer, Ideation,

Proficient in Spanish and English both speaking and writing. Able to effectively present to large and small groups.

WORK EXPERIENCE

Monterey County Health Department - Epidemiology and Surveillance Unit, Public Health Epidemiologist II. November 2023 - Present.

- Managed infectious disease outbreaks and provided infection control and prevention guidance to facilities.
- Performed infectious disease surveillance tasks utilizing data reported in NSSP ESSENCE system.
- Performed site visits to assess the setting and situation in facilities experiencing infectious disease outbreaks.
- Completed data requests and developed reports.
- Facilitated collaboration between different departments, teams, and facilities for the collection of specimen samples during outbreak response.

Monterey County Health Department - Communicable Disease Unit, Community Service Aide IV March 2021 - November 2023.

- Reviewed laboratory results reported by medical providers in the county to verify if a patient meets case definition criteria to start a case investigation.
- Contacted medical providers to request medical notes related to sexual transmitted diseases (STD) diagnosis and confirmed treatment.
- Provided up to date syphilis, gonorrhea, and chlamydia treatment information to medical providers.
- Collaborated with clinics throughout Monterey County to coordinate medical visits or treatment visits for patients.

- Collaborated with state personnel to interview cases involved in statewide outbreaks of foodborne diseases.
- Assisted with work restrictions for patients who worked in sensitive occupations and were diagnosed with specific communicable diseases.

Monterey County Health Department - Planning Evaluation and Policy Unit, Community Service Aide
III. February 2020 - March 2021.

- Contacted qualified patients to enroll them in the Alliance for Health Intensive Case Management program.
- Communicated with patients to complete a Health Assessment Plan with the goal to improve their overall health and reduce Emergency Room visits.
- Referred patients to specific external programs patients might qualify and benefit from their services.
- Reached out to organizations throughout the county to connect and make referrals easier to complete.
- Documented and completed monthly patients progress reports.

Monterey County Health Department - Planning Evaluation and Policy Unit, Health Equity Intern.
Aug. 2018 - February 2020.

- Researched and interpreted data used by my supervisor to include in the Active Transportation Program (ATP) grant offered by the state.
- Developed infographics for grants deliverables using Adobe Illustrator.
- Developed and proposed resolutions to city councils in Gonzales, King City, and Salinas, CA supporting active living and active transportation in these cities.
- Assisted and shared information about access to green spaces in Salinas, CA with Hartnell and Stanford students to support them with their Sustainable Cities project.
- Gather local epidemiological data to develop a presentation and present on Public Health week at Hartnell College.

Health Career Connections (UC Berkeley) - Monterey County Health Department, Intern. June, 2018 - Aug. 2018

- Planned and implemented the first Ciclovía Gonzales event in south Monterey County, and in the community of Gonzales and King City, CA.
- Recruited more than 40 agencies and over 80 volunteers to participate in the Ciclovía Gonzales and Ciclovía King City event.
- Facilitated weekly Ciclovía event planning meetings with more than 20 residents in each of the cities mentioned above.
- Interviewed more than 20 community residents in Castroville, CA and Chualar, CA to gather information and apply to an Active Transportation Program Grant.

GEAR UP- Family Involvement Coordinator Intern. April 27, 2017- June 1st, 2018

- Recruited parents for bi-weekly college related workshops at Seaside High School and Marina High School.

- Presented information bi-weekly about community colleges and universities to more than 20 parents of high school students.
- Conducted one-on-one advising meetings with more than 300 parents throughout the year to discuss student grades and future educational plans.
- Recruited more than 35 to attend field trips to universities twice a semester.

Exhibit B Budget Detail and Payment Provisions

1. Invoicing and Payment

- A.** In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B.** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts/Exhibit B, Cost Sheet specified in Attachment I, of this Exhibit.
- C.** Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Joyce Vea, AGPA
Joyce.Vea@cdph.ca.gov
California Department of Public Health
Occupational Health Branch
850 Marina Bay Parkway, Building P, 3rd Fl.,
Richmond, CA 94804

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- D.** Invoice shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Invoices must be submitted to CDPH either electronically or in hard copies.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed:

- 1) \$90,000 for the budget period of 09/01/2024 through 06/30/2025.

F. Rates Payable

Contractor will be reimbursed for services satisfactorily performed based on the following rate schedule:

Position	Rate* - Year 1
Supervising Public Health Epidemiologist	\$55.86 per hour
Public Health Epidemiologist II	\$50.78 per hour
Public Health Epidemiologist II	\$41.39 per hour

* Hourly rates are loaded and include costs for fringe benefits, travel, operating costs and indirect costs.

2. Budget Contingency Clause

- A.** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.

- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Progress Payment Withholds

- A. In accordance with the PCC Section 12112, the state shall withhold, from the total amount or from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the States Project Representative/Contract Manager determining that the Contractor has satisfactorily completed all of the required services related to the services within the scope of work.
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- C. Ten percent (10%) may be withheld by CDPH from each invoice submitted for reimbursement, under the following conditions:
 - i) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
 - ii) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
 - iii) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to CDPH; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of CDPH.

E. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

**Exhibit B
 Budget
 Attachment I**

Budget 09/01/2024 – 06/30/2025

			TOTAL
Personnel			
Position Title	SOW Provision 6 Reference	Annual Salary Range	Total
Supervising Public Health Epidemiologist - Diksha Ramnani 0.05 FTE	5A, B 6A 1,2,3,4	\$116,294.00	\$5,814.70
Public Health Epidemiologist II - Evonne Koo 0.20 FTE	5B 6A: 1,2,3,4	\$105,562.00	\$21,112.40
Public Health Epidemiologist II - Jesus Garcia 0.25 FTE	5B 6A: 1,2,3,4	\$84,520.00	\$21,130.00
Total Salaries and Wages			\$48,057.10
Fringe Benefits			
Fringe Benefits	29%		\$13,936.56
Total Personnel			\$61,993.66
Operating Expenses		SOW Provision 6 Reference	
Software, Equipment			\$0.00
General Supplies			\$0.00
Subscriptions	6A: 1,2,3,4		\$300.00
Training	6A: 1,2,3,4		\$12,207.92
Total Capital Expenditures			\$12,507.92
Total Indirect Costs			
Total Indirect Costs	25%		\$15,498.42
Total Costs			\$90,000.00

Exhibit D Special Terms and Conditions

The provisions herein apply to this Agreement unless the provisions are removed by reference, or superseded by an alternate provision appearing in Exhibit E of this Agreement.

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1. Cancellation
2. Intellectual Property Rights
3. Confidentiality of Information
4. Dispute Resolution Process
5. Excise Taxes
6. Force Majeure
7. Executive Order N-6-22 - Economic Sanctions
8. Generative Artificial Intelligence (GenAI) Technology Use & Reporting

Exhibit D Special Terms and Conditions

1. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement cancellation or termination shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- 3) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a

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similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of

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Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

- 1) Contractor represents and warrants that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

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- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, (“Indemnitees”) from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney’s fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH’s use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor’s expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH’s right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor’s expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable,

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irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance

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shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state

6. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this paragraph, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate

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contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing ontracts, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Contract. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://www.dgs.ca.gov/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

8. Generative Artificial Intelligence (GenAI) Technology Use & Reporting

Effective July 1, 2024, Pursuant to Department of General Services (DGS) Procurement Division Bulletin Number P-05-24 dated July 1, 2024, the following the provision is requires for all contracts and contract amendments.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Exhibit E
Additional Provisions

1. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

2. Performance Evaluation

A. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:

- 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.
- 2) Whether the contracted work or services met the quality standards specified in the agreement.
- 3) Whether the Contractor fulfilled all requirements of the agreement.
- 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.

B. The evaluation of the Contractor shall not be a public record (PCC 10370).

3. Prohibited Follow-on Contracts

No person, firm, or subsidiary awarded a consulting services agreement is prohibited from submitting a bid or be awarded an agreement for services or goods suggested, in the end product of the awarded consulting services agreement

- A. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than ten 10% percent of the total monetary value of the consulting services agreement.
- B. Paragraphs A and B do not apply to services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.(Contract with Private architects, engineering, land surveying and contraction project management firms).

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Additional Provisions

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

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Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services

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Additional Provisions

to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

5. Subcontract Requirements

No Subcontractor shall be utilized under this agreement.

6. Documents, Publications and Written Reports

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

7. Procurement Rules

Contractor shall not use State funds allocated under this Agreement to purchase equipment. As used in this paragraph, "equipment" means an article of nonexpendable, tangible property, including furniture, having a useful life of at least one (1) year and a unit cost of five thousand dollars (\$5,000) or more.

8. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 24-10241 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) , _____ in the amount(s) of \$ _____ and dated _____ .
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Monterey Health Department

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program