

AWARD AGREEMENT

1. This Award Agreement (“Agreement”) is entered into between Public Health Institute (“PHI”), as identified in 1 (a), and the Outside Party (“Recipient”) identified in 2 (a) named below:			
1 (a). PUBLIC HEALTH INSTITUTE 555 12 th Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500		1(b). PHI’s AUTHORIZED REPRESENTATIVE Ariel Isaacson, Senior Director, Office of Research & Agreement Administration	
1(c). PHI’s PROGRAM REPRESENTATIVE PHI Center for Health Leadership & Impact (PCHLI) Karya Lustig* Email: klustig@healthleadership.org <small>*Contact for Scope of Work related questions</small>	1(d). PHI’s ADMINISTRATIVE REPRESENTATIVE Kimberlee Yates G&C Specialist kyates@phi.org	1(e). PHI’s INVOICES AND PAYMENT CONTACT Any questions, please contact: amadariaga@healthleadership.org	
2 (a). LAKE COUNTY PUBLIC HEALTH 922 Bevins Court Lakeport, CA 95453 UEI: J9ENKDJ5KEA9		2 (b). LAKE COUNTY PUBLIC HEALTH AUTHORIZED REPRESENTATIVE Anthony Arton, Director of Health Services Email: anthony.arton@lakecountycalifornia.gov Tel: 707-263-1090	
3. AGREEMENT NUMBER: 05888-AR71235			
4. PAYMENT TYPE: Fixed Price/Deliverables			
5. TERM OF THIS AWARD AGREEMENT: March 1, 2024 through June 30, 2024			
6. MAXIMUM AMOUNT: \$15,000.00			
7. PHI and Lake County Public Health hereby enter into this Fixed Price/Deliverables Agreement in accordance with the hereto attached Terms and Conditions and hereto attached Exhibits, which together are all incorporated as a single Agreement.			
AUTHORIZED SIGNATORY PUBLIC HEALTH INSTITUTE		AUTHORIZED SIGNATORY LAKE COUNTY PUBLIC HEALTH	
(Signature)	(Date)	(Signature)	(Date)
Ariel Isaacson		Anthony Arton	
Senior Director, Office of Research & Agreement Administration		Director of Health Services	

AWARD AGREEMENT TERMS AND CONDITIONS

1. **RECITAL:** PHI is the recipient of Prime Contract No. 22-20404 dated September 30, 2022, from the State of California Department of Health Care Services (“Funder”) with funding from the Substance Abuse and Mental Health Services Administration (SAMHSA). This Agreement sets forth the terms and conditions for which Recipient shall be obligated, including but not limited to the following: Total Amount of Funds Obligated to Recipient by this action: \$15,000.00; Total (cumulative) Amount of Funds Obligated to Recipient: \$15,000; Total (estimated) amount committed over the length of the Agreement: \$15,000; UEI Number: J9ENKDJ5KEA9.
2. **PERIOD OF PERFORMANCE:** The period of performance for work to be performed in accordance with this Agreement will start on March 1, 2024, and end on June 30, 2024, unless otherwise amended per the terms of this Agreement.
3. **PURPOSE:** Recipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives), which is attached and hereby made a part of this Agreement.
4. **TOTAL AMOUNT:** This Agreement is for up to the fixed price amount of \$15,000.00 to be paid in accordance with Exhibit B (Payment Schedule).
5. **BUDGET CONTINGENCY:** In accordance with Exhibit D (Special Terms & Conditions), Section 4, it is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or canceled by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.
6. **USE OF FUNDS:** Funds under this Agreement will be used in accordance with the Recipient's Statement of Objectives as outlined in Exhibit A. Recipient will obtain prior written approval of PHI to make material changes in program objectives, implementation strategy, key personnel, or timetable. Requests will be made in writing. Recipient will seek prior approval for any use of funds for training, seminars, workshops or conferences in accordance with Exhibit D, Section 7.

7. PAYMENT AND INVOICING

A. **PAYMENT:** Recipient will invoice PHI for services rendered in accordance with Exhibit A and according to Exhibit B. Subject to any Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B. All costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP) used by the Financial Accounting Standards Board (FASB)

Upon approval of the Recipient's invoices by the PHI's Program Representative listed on page 1 of this Agreement, PHI will pay Recipient, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately thirty (30) days to allow time for processing by the PHI program and PHI's Accounts Payable.

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B. INVOICING: In order to be paid, all invoices shall include the following information:

1. Indicate the “Public Health Institute” name as shown on the Agreement;
 2. Include the PHI Agreement Number;
 3. Identify the billing and/or performance period covered by the invoice and provide a description of deliverables completed and payment amount for those deliverables for the same period;
 4. Provide Recipient invoice contact, telephone number and/or email address;
 5. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B; and
 6. Be certified in ink, by an electronically scanned copy of a signature, or by verifiable electronic signature (e.g., DocuSign, Adobe, etc.) by the Recipient’s Authorized Representative (or designee).
 7. A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the Recipient Authorized Representative for costs incurred, with the following statement: “I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project and certify that the salaries and wages included on this invoice and ledger are an accurate representation of actual time worked.” This certified document may be transmitted electronically to the PHI Invoices and Payment Contact.
 8. Recipient shall submit the final invoice to PHI, no later than thirty (30) calendar days after the end date of the Agreement. PHI will have no obligation to pay Recipient for invoices submitted more than thirty (30) calendar days after the date of expiration of the end date, or Budget Period if applicable, for this Agreement.
 9. Invoices must be submitted directly to the PHI Invoices and Payment Contact listed on page 1.
- 8. RECORD RETENTION:** Recipient will comply with Funder record retention terms as outlined in Exhibit D, Section 2. Recipient will further preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.

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- 9. AUDIT AND INSPECTION:** Recipient will comply with Funder audit terms as outlined in Exhibit C (“General Terms & Conditions”) Section 1, and Exhibit D, Section 2. Recipient will also comply with the site inspection terms as outlined in Exhibit D, Section 3. Recipient will further comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Recipient will take appropriate and timely action to follow up and correct all audit findings.
- 10. FFATA REPORTING:** Recipient will furnish its Unique Entity Identifier (UEI) number to PHI and Recipient will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, “Reporting Subaward and Executive Compensation Information.”
- 11. INTELLECTUAL PROPERTY:** Recipient will comply with Funder intellectual property terms as outlined in Exhibit D, Section 5. Any copyrightable works made by Recipient under this Agreement will be the sole and exclusive property of Funder in accordance with Exhibit D. Recipient will incorporate the requirements of this clause and Exhibit D in all lower tier agreements. If requested by PHI, Recipient will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works.
- 12. RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Recipient in the direct performance of this Agreement for educational and research purposes only and Funder shall have the rights set forth in 45 CFR § 75.322.
- 13. ACKNOWLEDGMENT:** Recipient will acknowledge this financial support as follows: “Funding is provided by the PHI Center for Health Leadership & Impact, a program of the Public Health Institute, through funding from the California Department of Healthcare Services and the Substance Abuse and Mental Health Services Administration.”
- 14. INDEPENDENT CONTRACTOR:** Recipient is an independent contractor, not an employee of PHI or Funder, in accordance with Exhibit C, Section 4. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Recipient agrees that it is ineligible for PHI employee benefits and is exclusively responsible for income tax payments, social security, and any and all employment benefits, including but not limited to unemployment insurance and worker's compensation insurance.
- 15. CONFIDENTIALITY:** Recipient will comply with Funder confidentiality terms as outlined in Exhibit D, Section 8. Recipient will further hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Recipient by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked “Confidential” and will be sent to Recipient’s Authorized Representative. If not marked, information shall be considered “Confidential Information”

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if a person knowledgeable in the relevant field would conclude from the nature of the information and the circumstances of disclosure that it is the confidential or proprietary property of PHI. Confidential Information shall also include any portions thereof contained in analyses, complications, studies, notes and other material prepared by or in the possession or control of Recipient as is specified in this definition. Recipient will incorporate the requirements of this clause in all lower tier agreements, if applicable.

- 16. PUBLICATIONS:** Recipient will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Recipient will not issue press releases or any public announcements without prior approval and will send to PHI copies of all papers, manuscripts and other materials produced that are related to this Agreement. Recipient will incorporate the requirements of this clause in all lower tier agreements.
- 17. INDEMNIFICATION:** Each party will indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Recipient agrees to indemnify, defend and hold harmless Funder, in accordance with Exhibit C, Section 2, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional or willful misconduct, grossly negligent act, or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
- 18. INSURANCE AND LICENSES:** Recipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Recipient's domicile, and all other appropriate governmental agencies. Recipient's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this Agreement and may constitute grounds for PHI's termination. Recipient will provide PHI with a copy of insurance upon request.
- 19. LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, lost goodwill, lost profits, lost business, or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.
- 20. NON-DISCRIMINATION:** Recipient will comply with Funder Non-Discrimination terms as outlined in Exhibit C, Section 6, Federal Equal Opportunity requirements as outlined in Exhibit D, Section 1, and Exhibit E ("California Certification Clauses"), Section 1. As applicable to this Agreement, Recipient shall further comply with:

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- A. Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- C. 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Recipient shall incorporate the requirements of this clause in all nonexempt lower tier agreements.

21. INCORPORATION BY REFERENCE: All provisions of the prime award issued by Funder that are applicable to this Agreement are hereby incorporated by reference in Exhibit C, Exhibit D, and Exhibit E, and Recipient will comply with them in all respects. Recipient expressly waives any right to further notification or explanation of prime award provisions. If any of the prime award provisions directly and irreconcilably conflict with any other provisions of this Agreement, the prime award will take precedence. Recipient will incorporate the requirements of this section into lower tier agreements.

22. ASSURANCE OF COMPLIANCE: Recipient certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Recipient represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights:

- A. Title VI of the Civil Rights Act of 1964;
- B. Section 504 of the Rehabilitation Act of 1973;
- C. Title IX of the Education Amendments of 1972;
- D. Age Discrimination Act of 1975;
- E. Animal Welfare: all Subrecipient organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals;
- F. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace; and

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G. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.

- 23. CLEAN AIR AND WATER:** Recipient will comply with Funder terms as outlined in Exhibit D, Section 6, and Exhibit E, Section 4. Recipient will further comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations will be reported to HHS and the appropriate Environmental Protection Agency Regional Office.
- 24. LOBBYING:** Recipient will comply with Funder lobbying restriction terms as outlined in Exhibit D, Section 16. Recipient further certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Recipient will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Recipient will incorporate the requirements of this clause in all nonexempt lower tier agreements and require Recipient to certify and disclose to it, and forward their disclosures to PHI.
- 25. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** Recipient shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 (“Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”) and 2 CFR § 200.216 (“Prohibition on certain telecommunications and video surveillance services or equipment”), as applicable.
- 26. TRAFFICKING IN PERSONS:** This Agreement is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Recipient must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of Recipient or individuals defined as “employees” of Recipient. The details of Recipient's obligations regarding prohibited conduct related to trafficking in persons can be found in 22 USC 7104 and FAR 52.222-50, as applicable, which are incorporated by reference. Recipient must inform PHI immediately of any information Recipient receives from any source alleging a violation of a prohibited conduct outlined in this award term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Agreement. Recipient shall incorporate the requirements of this clause in all lower tier agreements.

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- 27. DEBARMENT CERTIFICATION:** Recipient will comply with Funder debarment and suspension terms as outlined in Exhibit D (Special Terms & Conditions) Section 9. Recipient further certifies by signing this Agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. Recipient certifies that it is not listed as debarred or suspended in www.sam.gov. Recipient will incorporate the requirements of this section in all non-exempt lower tier agreements. Recipient will notify PHI should its status herein change. Recipient will query www.sam.gov for all non-exempt lower tier covered transactions.
- 28. NONDELINQUENCY ON FEDERAL DEBT:** Recipient represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
- 29. EXECUTIVE ORDER:** Recipient is required to comply with the Governor of California's Executive Order N-6-22 (found at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Recipient shall incorporate the contents of this clause into each lower tier transaction.
- 30. PROHIBITION ON THE USE OF GENERATIVE AI:** Recipient will not, without the prior written consent of the PHI authorized signatory, use any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models ("Generative AI"), including, but not limited to, Chat GPT, Google BARD, etc., directly or indirectly in the performance of this Agreement or in the creation of, or otherwise incorporated into, any Work under this Agreement. Consistent with this requirement, Recipient is specifically prohibited from using Generative AI to analyze, process, or store any information proprietary to the PHI without prior written consent. Recipient represents and warrants that all reports, deliverables and any other information provided under this Agreement will be the result of Recipient's independent, original efforts without any unapproved Generative AI assistance, and will not incorporate, or be based upon, any output or contribution generated by Recipient or to the knowledge of Recipient, in whole or in part, through use of Generative AI.
- 31. APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Recipient will require its subcontractors, suppliers, employees, consultants, and agents to comply with all applicable provisions of this Agreement.

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32. TERMINATION: PHI may suspend or terminate this Agreement at any time by giving written notice of suspension or termination to Recipient if the prime award is suspended or terminated in whole or in relevant part. If Recipient materially fails to comply with, or materially breaches, any of the terms and conditions of this Agreement, PHI may provide written notice of the breach and Recipient shall have ten (10) business days within which to remedy the breach. If Recipient fails to remedy the breach within such period, the Agreement automatically shall terminate upon the expiration of the ten (10) day cure period. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If Recipient sends or receives a notice of suspension or termination, Recipient will cancel as many outstanding obligations as possible, and will provide a full accounting of all non-cancellable obligations for PHI's review and approval. On the date of suspension or termination, Recipient will stop work and Recipient will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime award, PHI will pay Recipient for costs incurred prior to the date of suspension or termination, including all approved uncancellable obligations.

33. STANDARD TERMS AND CONDITIONS

- A. **REPRESENTATIONS:** Recipient represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
- B. **EXCUSABLE DELAY:** If Recipient is delayed in the performance of its obligations by reason of power failure, acts of government, or acts of God, or other reasons or causes beyond Recipient's reasonable control, Recipient provides prompt notice to PHI of the nature and circumstances of the delay, and if agreed to in writing by the Parties, performance may be, at PHI's sole discretion, excused for the period of delay and the Agreement may be extended for a period equivalent to the delay.
- C. **INTERFERING CONDITIONS:** Recipient will promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve Recipient of any responsibilities hereunder.
- D. **WHISTLEBLOWER:** Recipient and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. The Recipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. The Recipient will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.
- E. **COMPLIANCE WITH LAW:** Recipient will comply with all relevant state and federal statutes and regulations.

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- F. **GOVERNING LAW:** The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.
- G. **SEVERABILITY:** If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.
- H. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
- I. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
- J. **TRADEMARKS:** Neither party will use the name, trade name, trademark or other designation of the other party or its affiliates in connection with any products, promotion or advertising without the prior written permission of the other party.
- K. **WARRANTY:** PHI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright or trademark or other rights.
- L. **NON-ASSIGNMENT:** This Agreement is not assignable by Recipient without the prior written consent of PHI Authorized Representative.
- M. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the parties.
- N. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Recipient's Authorized Representative named on the cover page of this Agreement.
- O. **ENTIRE AGREEMENT:** This is the entire Agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.
- P. **AUTHORIZATION:** Recipient represents and warrants that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate any agreement between Recipient and any other person, firm, or organization.

AWARD AGREEMENT**EXHIBIT A
STATEMENT OF OBJECTIVES**

Recipient will perform the following over the course of the project period:

1. Develop and implement an applied project to advance the sustainability goals of the coalition.
2. Participate in a minimum of two technical assistance (TA) calls with an assigned subject matter expert who will provide guidance and feedback on the project.
3. Present key learnings from the applied sustainability project during the closeout virtual convening for the COPN Accelerator 5.0 program.

**EXHIBIT B
PAYMENT SCHEDULE**

Recipient will receive the total fixed amount of \$15,000 as follows:

Amount	Terms	Estimated Date
\$15,000	Upon execution of signed agreement	TBD

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(See Attached)****EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(See Attached)****EXHIBIT E
CALIFORNIA CERTIFICATION CLAUSES
(See Attached)**

EXHIBIT C
GENERAL TERMS & CONDITIONS

1. **AUDIT:** Recipient agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Recipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
2. **INDEMNIFICATION:** Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.
3. **DISPUTES:** Recipient shall continue with the responsibilities under this Agreement during any dispute.
4. **INDEPENDENT CONTRACTOR:** Recipient, and the agents and employees of Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
5. **RECYCLING CERTIFICATION:** The Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
6. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Recipient and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Recipient shall insure that the evaluation and

treatment of employees and applicants for employment are free of such discrimination. Recipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

7. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Federal Equal Opportunity Requirements

- a. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Recipient will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Recipient's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Recipient will, in all solicitations or advancements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Recipient's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Recipient will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Recipient will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as

- supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Recipient's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Recipient will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Recipient becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Recipient may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Audit and Record Retention

- a. The Recipient shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Recipient's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Recipient agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the

- United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Recipient shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- d. The Recipient shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - i. (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
 - e. The Recipient may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Recipient must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
 - f. The Recipient shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

3. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Recipient, the Recipient shall provide and shall require all lower tier recipients to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

4. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

5. Intellectual Property Rights

a. Ownership

- i. Except where DHCS has agreed in a signed writing to accept a license, DHCS 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 Recipient or DHCS and which result directly or indirectly from this Agreement.
- ii. 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.
 - 1. 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 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.

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

b. Retained Rights / License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Recipient or DHCS and which result directly or indirectly from this Agreement, Recipient 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. Recipient hereby grants to DHCS, 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 Recipient'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 Recipient assigns all rights, title and interest in the Intellectual Property as set forth herein.

- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Recipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Recipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS 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

- i. Recipient agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Recipient in connection with Recipient's performance of this Agreement shall be deemed "works made for hire". Recipient further agrees that the work of each person utilized by Recipient in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Recipient or that person has entered into an agreement with Recipient to perform the work. Recipient shall enter into a written agreement with any such person that: (i) all work performed for Recipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Recipient or DHCS and which result directly or indirectly from this Agreement.
- ii. 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 Recipient or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." 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 Recipient in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Recipient hereby grants to DHCS a license as described under Section 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 Recipient agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Recipient agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Recipient or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Recipient'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 DHCS determines that the Intellectual Property should be included in or is required for Recipient's performance of this Agreement, Recipient shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

i. Recipient represents and warrants that:

1. It is free to enter into and fully perform this Agreement.
2. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
3. Neither Recipient'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 Recipient or DHCS 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 Recipient.
4. Neither Recipient'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.
5. 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.
6. 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 DHCS in this Agreement.
7. 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.

8. 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 Recipient's performance of this Agreement.
- ii. DHCS 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

- i. Recipient shall indemnify, defend and hold harmless DHCS 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 Recipient 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 Recipient pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' 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 Recipient or DHCS 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. DHCS reserves the right to participate in and/or control, at Recipient's expense, any such infringement action brought against DHCS.
- ii. Should any Intellectual Property licensed by the Recipient to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Recipient will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Recipient's expense) in any such claim or action. In the defense or settlement of the claim, Recipient may obtain the right for DHCS 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, DHCS 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.

- iii. Recipient agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Recipient. Recipient acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS 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. Survival

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

6. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

7. Prior Approval of Training Seminars, Workshops or Conferences

Recipient shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Recipient shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Recipient to conduct routine business matters.

8. Confidentiality of Information

- a. The Recipient 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 Recipient, 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 Recipient and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Recipient's obligations under this Agreement.
- c. The Recipient and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- d. The Recipient shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS 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 DHCS, 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.

9. Debarment and Suspension Certification

- a. By signing this Agreement, the Recipient agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376
- b. By signing this Agreement, the Recipient certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - iv. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - v. Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - vi. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

- vii. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Recipient is unable to certify to any of the statements in this certification, the Recipient shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Recipient knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

10. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drugfree workplaces for their employees.

11. Covenant Against Contingent Fees

The Recipient warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Recipient for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

12. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

13. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Recipients shall take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

14. Public Communications

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

15. Compliance with Statutes and Regulations

- a. The Recipient shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Recipient's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

16. Lobbying Restrictions and Disclosure Certification

(As Applicable per 31 U.S.C. 1352)

- a. Certification and Disclosure Requirements
 - i. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the

form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

- ii. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- iii. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(ii) herein. An event that materially affects the accuracy of the information reported includes:
 - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - 2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - 3. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - 4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - 5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.
- b. Prohibition: Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

EXHIBIT E
CALIFORNIA CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Recipient to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Recipient Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Recipient has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Recipient may be ineligible for award

of any future agreements under Funder prime agreements as if PHI or the Funder determines that any of the following has occurred: the Recipient has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Recipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Recipient within the immediately preceding two-year period because of Recipient's failure to comply with an order of a Federal court, which orders Recipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Recipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Recipient needs to be aware of the following provisions regarding current or former state employees. If Recipient has any questions on the status of any person rendering services or involved with the Agreement, the PHI must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Recipient violates any provisions of above paragraphs, such action by Recipient shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Recipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Recipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Recipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.