

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
22-795 A-5

SAP Number

Department of Public Health

Department Contract Representative	Dominic Correra
Telephone Number	(909) 665-2647
Contractor	California Department of Public Health
Contractor Representative	Meghann Harrison
Telephone Number	(279) 667-0379
Contract Term	October 1, 2022 through September 30, 2025
Original Contract Amount	\$41,741,301
Amendment Amount	\$1,167,555
Total Contract Amount	\$42,908,856
Cost Center	9300061000
Grant Number (if applicable)	800240

Briefly describe the general nature of the contract: Approve Amendment No. 5 to Agreement No. 22-795 (State Agreement No. 22-10281) with the California Department of Public Health, for the Women, Infants, and Children Nutrition Program, increasing the total agreement amount by \$1,167,555, from \$41,741,301 to \$42,908,856, with no change to the term of October 1, 2022 through September 30, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date 03/13/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Joshua Dugas (Mar 13, 2025 11:39 PDT)

Joshua Dugas, Director

Date 03/13/2025



Erica Pan, MD, MPH
Director and State Public Health Officer

Health and Human Services Agency
California Department of Public Health



Gavin Newsom
Governor

Date: February 21, 2025

TO: San Bernardino County

FROM: California Department of Public Health (CDPH)

SUBJECT: Contract # 22-10282 A03

Please find the above-referenced Contract Agreement between the California Department of Public Health and San Bernardino County, attached for your review and signature.

IMPORTANT: The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please **do not alter** this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below, to the following mailbox: LocalContracts@cdph.ca.gov. Please title the email Subject line as follows: Signed Agreement for 22-10281 A03 (San Bernardino).

- One (1) signed copy of the Standard Agreement - Amendment (STD 213A). This document can be signed electronically pursuant to the Uniform Electronic Transactions Act (Civil Code 1633.1 et seq.) or it may be physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
 - If outlined in the document, please ensure the following information is correct:
 - The contract term;
 - The contract amount;
 - If applicable, the increase/decrease amount included in this amendment.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your Agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.



CDPH Women, Infants and Children (WIC) Division
3901 Lennane Drive, Sacramento, CA 95834
MS 8600 • P.O. Box 997375 • Sacramento, CA 95899-7375
(916) 928-8500 • www.wicworks.ca.gov



STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

22-10281

AMENDMENT NUMBER

A03

Purchasing Authority Number

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

San Bernardino County

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 42,908,856.00 Forty-Two Million Nine Hundred Eight Thousand Eight Hundred Fifty-Six Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. This amendment increases the contract by \$1,167,555.00, changing the total amount to read \$42,908,856.00, to better support the Contractor's needs.

All other terms and conditions shall remain the same.

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.)

San Bernardino County

CONTRACTOR BUSINESS ADDRESS

351 North Mountain View Avenue

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

MAR 25 2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Joseph Torrez

Digitally signed by Joseph Torrez

Date: 2025.04.01 12:07:18 -07'00'

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED**APR 14 2025****HN:SH:abs****OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES**

PERSONNEL	WFO Position Title	Enkhai A, Attach 1	Enkhai A, Attach 1	Minimum Base Annual Salary	Approved Base Monthly Salary	Maximum Base Annual Salary	Approved Base Annual Salary	19/12/2023 - 30/03/2023			19/12/2023 - 30/03/2024			19/12/2024 - 30/03/2025			Approved Amount	Total Budget Adj.	Approved Total
								FTE	Budgeted Amount	Actual PTE	FTE	Budgeted Amount	Actual PTE	FTE	Budgeted Amount	Actual PTE			
PERSONNEL	Accountant (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	41,538	72,486	109,400	92,146	0.20	10,506	0.00	0.00	0.70	73,807	0.70	73,807	205,668	2,770	208,438	10,506
	Administrative Support (2)	Enkhai A, Attach 1	Enkhai A, Attach 1	72,486	78,355	101,268	109,400	0.70	58,285	0.70	58,285	0.70	58,285	0.70	58,285	189,451	2,960	192,411	10,506
	IT Support (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	48,754	53,734	101,268	108,400	1.10	72,360	1.10	54,731	1.10	54,731	1.10	63,360	189,451	2,960	192,411	10,506
	Health Services (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	87,256	94,237	120,141	128,752	0.40	49,292	0.40	49,292	0.40	49,292	0.40	49,292	156,652	4,365	161,015	10,506
	Health Education Assistant / Local Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	39,077	43,514	56,871	59,285	2.00	117,219	2.00	136,434	2.00	136,434	2.00	136,434	180,228	6,300	186,528	10,506
	Health Education Assistant / Local Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	48,088	52,476	66,871	72,227	2.00	117,219	2.00	136,434	2.00	136,434	2.00	136,434	180,228	6,300	186,528	10,506
	WFO Vendor Liaison / Outreach Coordinator (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison / Outreach Coordinator (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
	WFO Vendor Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	34,085	37,162	46,232	50,000	1.00	38,600	1.00	30,712	1.00	30,712	1.00	30,712	99,814	5,615	105,429	10,506
Training Coordinator (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	67,294	72,590	97,000	102,600	1.00	80,145	1.00	63,153	1.00	63,153	1.00	74,005	202,365	8,129	210,494	10,506	
Regional Broadcast/Press Liaison (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	60,816	65,816	87,272	92,464	1.00	63,591	1.00	49,817	1.00	49,817	1.00	60,816	179,901	6,129	186,030	10,506	
Administrative Support (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	72,722	77,222	102,600	108,400	1.00	82,442	1.00	118,037	1.00	118,037	1.00	118,037	325,942	9,345	335,287	10,506	
IT Center Support (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	37,762	37,762	50,000	50,000	0.60	181,952	1.00	51,952	1.00	51,952	1.00	51,952	284,056	3,108	287,164	10,506	
Office Assistant (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	39,077	39,077	50,000	50,000	1.00	43,525	1.00	57,526	1.00	57,526	1.00	57,526	159,587	4,310	163,897	10,506	
WFO Director (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	90,811	101,537	129,823	139,844	1.00	127,187	1.00	144,179	1.00	144,179	1.00	144,179	354,000	4,210	358,210	10,506	
Program Specialist (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	67,055	67,055	82,148	82,148	1.00	69,532	1.00	85,001	1.00	85,001	1.00	85,001	147,718	4,142	151,860	10,506	
WFO Director (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	90,811	101,537	129,823	139,844	1.00	127,187	1.00	144,179	1.00	144,179	1.00	144,179	354,000	4,210	358,210	10,506	
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Program Specialist (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	67,055	67,055	82,148	82,148	1.00	69,532	1.00	85,001	1.00	85,001	1.00	85,001	147,718	4,142	151,860	10,506	
WFO Director (1)	Enkhai A, Attach 1	Enkhai A, Attach 1	90,811	101,537	129,823	139,844	1.00	127,187	1.00	144,179	1.00	144,179	1.00	144,179	354,000	4,210	358,210	10,506	

Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025

Total Facility Costs:		Year 1 Total	Year 2 Total	Year 3			
\$	5,249,160	\$ 1,740,384	\$ 1,795,824			Year 3 Total	Amended Total
	Site Street Address, City, State & Zip Code	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Cost of Site Per Month	Amended Total Site Costs
Type of Space (i.e., Clinic or Office, Storage, Warehouse, Admin, Training Center,	Square Footage						
Clinic Site	4700	13,861	163,932	14,623	175,176	17,502	167,224
Clinic Site	3700	8,935	107,220	9,712	117,220	8,351	100,212
Clinic Site	3814	8,120	73,480	6,238	74,856	8,465	77,340
Clinic Site	3214	4,028	48,312	4,215	50,580	4,674	51,286
Administrative Site	3374	18,043	216,516	15,762	225,144	18,762	225,144
Clinic Site	4773	4,871	58,452	-	-	-	-
Clinic Site	4173	11,163	134,196	12,262	147,144	1,022	12,264
Storage	3803	8,768	105,192	5,768	105,192	8,895	106,740
Storage	3255	252	3,024	338	4,056	343	4,118
Clinic Site	3000	5,614	67,768	6,423	77,076	6,533	78,396
Storage	1910	868	10,426	1,031	12,372	1,031	12,372
Clinic Site	3313	8,715	104,580	9,015	108,180	9,056	108,872
Clinic Site	5793	21,209	254,508	23,510	282,120	24,046	288,552
Clinic Site	776	1,453	20,916	1,814	21,768	1,876	22,512
Clinic Site	4628	10,234	127,608	13,529	162,348	13,915	166,880
Clinic Site	1483	1,042	12,504	1,137	13,644	1,237	13,844
Clinic Site	2000	5,368	64,532	6,205	74,460	6,855	74,460
Clinic Site	1225	12,783	153,156	13,583	162,996	13,725	164,700
Clinic Site	4646	-	-	-	-	-	-
	0	-	-	-	-	-	-
	0	-	-	-	-	-	-
	0	-	-	-	-	-	-
	0	-	-	-	-	-	-

Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

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2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. 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 Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors 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 services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and 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. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

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- (5) 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.
- (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 Paragraph a, subparagraph (2)(a) of this provision] 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., 2014, etc.], Department of Public Health. This material may not be reproduced or

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- (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.

f. Intellectual Property Indemnity

- (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

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written authorization from the CDPH 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.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual 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 or agreements 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.

10. Dispute Resolution Process

- a. 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.
 - (1) 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 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.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with 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.

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- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of

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- 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.

15. 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 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.