

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-10725

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Logistics Health Inc.

2. The term of this Agreement is:

START DATE

October 15, 2020 or the date the agreement is approved by the Department of General Services, whichever is later

THROUGH END DATE

April 14, 2021

3. The maximum amount of this Agreement is:

\$300,000,000.00

Three hundred million dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|------------------|--|-------|
| Exhibit A | Scope of Work | 31 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit B-1 | Cost | 3 |
| + - Exhibit C | General Terms and Conditions, dated 10/13/2020 | 6 |
| + - Exhibit D | Additional Terms and Conditions | 4 |
| + - Exhibit E | Additional Legal Terms Required for FEMA Reimbursement | 6 |
| + - Exhibit F | Sample Registration Questions | 3 |
| + - Exhibit G | HIPAA Business Associate Addendum | 14 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Logistics Health Inc.

CONTRACTOR BUSINESS ADDRESS

328 Front Street South

CITY

La Crosse

STATE

WI

ZIP

54601

PRINTED NAME OF PERSON SIGNING

Paul Miller

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/14/2020



7520E28BE81148B...

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-------------------------------------|---|
| AGREEMENT NUMBER 20-10725 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Avenue

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Timothy Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow Digitally signed by Timothy Bow
Date: 2020.10.14 14:21:14 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

1. INTRODUCTION

This Scope of Work (SOW) includes the solutions or services to be implemented by Logistics Health Incorporated (hereinafter referred to as the “Contractor”) for the California Department of Public Health (hereinafter referred to as “CDPH” or “State”).

2. BACKGROUND

Over the course of the last few weeks, in partnership with various partners, the State has been able to increase molecular diagnostic testing capacity in response to the Novel Coronavirus or COVID-19. Despite efforts to expand the existing public and private laboratory footprints, the overall capacity does not match the demand. As flu season approaches, the need to build additional capacity that is timely, equitable, and cost-effective is critical. Symptoms for the flu are similar to COVID-19, and as a result, healthcare providers will test for both, only further increasing the demand for testing. To that end, the State has entered into a contract with a major, publicly traded diagnostics company, to add up to 150,000 new laboratory COVID-19 molecular diagnostic tests per day with a contractual turnaround time of 24-48 hours.

3. OBJECTIVE

As California moves forward with our response to the COVID-19 pandemic, testing will be essential to our response. It will require us to have adequate testing that is timely, equitable, and cost-effective. Specimen collection is the process of obtaining tissue or fluids for laboratory analysis. It is an important first step in determining COVID-19 diagnosis. The State continues to build laboratory capacity among public and private laboratories to process specimens; however, a limiting factor is the collection of specimens and the transport of those specimens to the laboratory, which are both labor intensive and costly.

The ability to identify and track cases in California is dependent upon rapid testing and reporting of results. Introducing further efforts to test and process laboratory results are key drivers to address health disparities resulting from the pandemic and to implement safe reopening measures. This will allow California to more sufficiently monitor community spread and potentially reduce outbreak. Additionally, building specimen collection capabilities in hard-to-reach areas of California, at essential workplaces, and in communities of color is critical, as there is a greater need to ensure equitable access to testing among these communities.

This Contract will introduce a new specimen collection solution or service, which will result in a better user experience that is seamless, timely, cost-effective, and convenient. The ultimate goal is to create a solution or service that meets the client or patient where they are so that testing becomes more accessible and equitable for

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated**EXHIBIT A**
SCOPE OF WORK

both individuals who are disproportionately impacted by the virus as well as those who are at greater risk for the virus.

4. AGREEMENT TERM

The term of this agreement shall commence on October 15, 2020, or the date the agreement is approved by the State, whichever is later through April 14, 2021. The State reserves the right to extend the contract term for up to two (2) additional six (6) month terms at the contracted rates. The Contractor's rates will stay in effect for the entire contract term, including the above referenced optional extension.

5. AGREEMENT TERMS AND CONDITIONS

The State's Contractor Certification Clauses (CCC 04/2017) effective 04/2017.

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - The State's General Terms and Conditions for non-IT services contracts (dated 10/09/2020)

Exhibit D - Additional Terms and Conditions

Exhibit E - The Federal Emergency Management Agency (FEMA) Provisions.

Exhibit G - HIPAA Business Associate Addendum

6. AGREEMENT REPRESENTATIVES

6.1. The Agreement Representative during the term of this agreement will be:

Agreement Representative

| Entity | State of California | Contractor |
|----------|--|--|
| Name: | Nick Picinich | Derek dela Noche |
| Title: | Staff Services Manager I | Vice President of Contracts |
| Address: | 1501 Capitol Avenue Sacramento, CA 95814 | 328 Front Street South La Crosse, WI 54601 |
| Phone: | (916) 345-7473 | 703-712-5661 |
| E-mail: | Nick.picinich@dhcs.ca.gov | ddnoche@optum.com |

6.2. Any changes in Contractor's agreement representatives must be reported to the CDPH agreement representative immediately, in writing. Changes to representatives can be made by written notice without amending this contract.

EXHIBIT A
SCOPE OF WORK

7. SUMMARY OF SERVICE

7.1. The solution or service must be available seven (7) days per week and for varying hours to ensure equitable access. Contractor's services are available all 7 days of the week. Our standard pricing model outlined in Exhibit B is based off a 12-hour workday, at 5 days per week. If additional days are desired to extend to a 6 or 7-day workweek, the same pricing schedule applies.

7.1.1. The parties hereto agree that the Contractor personnel assigned for the performance of this contract shall observe the following federal holidays and administrative leave allowance in the same manner of the U.S. Federal Government employees:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

7.2. Reach individuals in various locations including workplaces, congregate living settings, schools, and under-resourced community settings.

7.3. Pick-up, transport and deliver specimens to one or more State identified laboratories.

7.4. Provide services that are culturally and linguistically appropriate in order to serve California's diverse population.

7.5. Provide reasonable accommodation to individuals with disabilities or limited mobility, including those who have access and functional needs.

7.6. Collect specimen from patients of all ages.

7.7. The ability for an individual to register using an on-line, mobile device, and/ or telephone platform, and in-person.

7.7.1. The solution must comply with all federal and state privacy requirements including HIPAA and provide a digital interface or connect with laboratory(ies) identified by the state.

EXHIBIT A
SCOPE OF WORK

- 7.7.2. The solution must collect and automate report all participant provided demographic data included in Exhibit F Sample Registration Questions.
- 7.7.3. Contractor must be able to modify questions contained in Exhibit F Sample Registration Questions.
- 7.7.4. The solution must collect and report to the State and Local Health Jurisdiction (LHJ) patient-level and aggregate information regarding number of specimens collected daily; employment type and status of participants; health insurance information, and first-time participant vs. recurring participant. This solution is included in the Exhibit B pricing.
- 7.7.4.1. Contractor may also offer optional, add-on services for enhanced analytics, and/or area disparity index reports.
- 7.8. Provide or partner with entities to deliver mobile and/or fixed capabilities that are both walk-in and drive-through.
- 7.8.1. Equipment listing defined per modality is broken out into Contractor Responsibilities (Section 11.5.7) and State Responsibilities (Section 13.2 – 13.7). Contractor will not be liable for any rental costs associated with indoor or outdoor testing locations, nor for janitorial services, nor for waste pick-up.
- 7.8.2. Modality Definitions
- 7.8.2.1. Each modality offered by the Contractor assumes maximum participation in resident pre-registration and scheduling, to maximize throughput and efficiencies. Walk-in (unregistered, unscheduled) appointments will be made available, but will decrease the efficiency of each site's daily testing volume. All modalities leverage the Contractor's call center, IT platform for registering /scheduling / resulting, and the entire back-end operations of the COVID testing portfolio.
- 7.8.2.2. **Fixed-Facility Model:** The Fixed-Facility Model is defined as a State-provided, indoor facility. This set-up provides a physical building to perform specimen collection. In general, this model requires less time to set-up and break-down (usually set-up and kept overnight) and many times the additional supplies necessary for operations, further defined in Section 13.3.
- 7.8.2.3. **Drive-Through Model:** The Drive-Through Model consists of specimen collection teams administering tests to residents in their

EXHIBIT A
SCOPE OF WORK

vehicles in drive-through lanes. This model requires significant supplies to be provided by the Contractor. This model generally requires set up and break down each day, in addition to site security and traffic control. This model requires the State to provide appropriate land use, as further defined in Section 13.4.

- 7.8.2.4. **Mobile Model:** The Mobile Model consists of a self-contained, medically-ready 45' motorcoach bus that can travel from site to site, setting up in disproportionately impacted areas, and move as needed to target specific locales, such as university and college campuses. Each bus is pre-configured with four clinically manned testing windows and can be further customized upon discussion and agreement between the State and Contractor. Each bus is expected to occupy a minimum of 60'x60' site space. All equipment and supplies can be fully broken down at the end of each Testing Event day and stored within the bus itself. This model requires the State to provide appropriate land use, as further defined in Section 13.5.
- 7.8.2.4.1. This model has a minimum of 3-month contract at the defined pricing Exhibit B, assuming minimum of 8-hours per day, 5 days per week. Contractor can provide up to 10 buses at a time, beginning when the contract commences, and with 7 business' days' notice thereafter. 3-month minimum will apply with every change order for additional buses.
- 7.8.2.4.2. The bus exterior wrap is completely customizable. Mobile Bus unit exterior wrap can be modified to the State's specifications, to include logos, upon receipt of all information as agreed to by the State and Contractor, in partnership with the Mobile bus provider (BusTest Express).
- 7.8.2.5. **At-Home Model:** The At-Home Model is for populations to further ensure equitable testing availability to all Californians. An at-home kit is a lab-based, PCR test using a self-swab nasal specimen collection kit. Contractor has several potential vendor partners who would use their own lab kit/processing. An at-home kit is ideally deployed to hard-to-reach individuals in a variety of disproportionately impacted and vulnerable populations. The at-home, self-swab test kits can be requested individually by the resident or in bulk by a Public Health POC, and kits can be sent to any address in the State. This option may also apply to small

EXHIBIT A
SCOPE OF WORK

groups or very rural areas where a traditional site does not make sense, or for specific populations such as those who are at the greatest risk, housebound, or who have untraditional work hours. This model requires the State to provide specific information, as further defined in Section 13.6.

- 7.8.2.6. **Traveling Team Model:** The Traveling Team Model can be rapidly deployed to arrive onsite for communities at a greater risk for COVID-19 (such as skilled nursing facilities), to collect specimens and arrange the transport back to State designated laboratories. The site/location will be determined in collaboration with the State. A Traveling Team is ideally deployed to reach mass testing volume in harder to reach populations or geographical locations. The Traveling Teams are set up with the ability to mobilize rapidly in settings where a traditional site does not make sense. This option might be used for homeless or migrant populations and in congregate and factory settings. This model requires the State to provide specific information, as further defined in Section 13.7.
- 7.8.2.6.1. Contractor shall provide every effort to staff a Traveling Team to meet CDPH's desired location or offer an alternative solution.
- 7.8.2.6.2. If meals, lodging, or vehicle travel is required, State will use the "Extended" travel team rate, which includes an overnight stay.
- 7.9. The ability for the solution to be accessible in multiple languages, including but not limited to English, Spanish, Chinese, Vietnamese, Tagalog, Korean, Armenian, Persian, Russian, Japanese, Arabic, Punjabi, Mon-Khmer, Cambodian, Hmong, Hindi, and Thai.
- 7.10. Track appointments through features such as calendar sync, call reminders, email reminders, online booking, rescheduling, and SMS reminders.
- 7.10.1. Participant can cancel the appointment at any time, allowing the appointment slot to reopen for other participants.
- 7.11. Interface or connect with laboratory(ies) identified by the state and communicate test result data from designated State laboratory partner to individual (positive and negative) through preferred method (e.g., phone, email, text).
- 7.11.1. Integrating new laboratory partners will require 4-6 weeks for IT set-up once IT specifications are received.

EXHIBIT A
SCOPE OF WORK

- 7.11.2. Provide instructions via phone or in person for individuals who test positive for how to appropriately isolate and what additional infectious disease and public health precautions they can take to keep family and friends safe as well as information regarding when to access urgent or emergency healthcare services.
- 7.12. Collect samples in the absence of Internet connectivity (e.g., paper back up records, off-line access, etc.). This option will require us to provide additional administrative labor, as provided for as an Optional line item in Exhibit B-1.
- 7.13. Procure Personal Protective Equipment (PPE) for staff and patients consistent with Centers for Disease Control and Prevention (CDC) and or California state guidance.
- 7.14. Procure and distribute all specimen collection kits and materials including swabs (including pediatric), transport media, specimen collection bags, and all materials necessary to store and transport samples according to all laws and regulations appropriate to the means of transport. The parties agree that Contractor shall obtain written consent from the State prior to purchase of these materials. Once the Contractor procures all materials (as outlined in this clause) to be used with State designated lab(s), the Contractor shall have the ability to immediately invoice the State for those materials to be used with State labs.
- 7.15. Contractor shall have the ability to provide at-home, unsupervised specimen collection kits, in partnership with a select few laboratories. The typical At-Home Kit consists of shipping box, pre-labeled envelope for return shipping, instructions, and specimen collection materials (nasal swab and transport media). The test will be completed and returned via next-day service on the same day of collection.
- 7.15.1. In addition, Contractor shall remain abreast of ongoing innovations related to COVID-19 testing and shall collaborate with the State to discuss potential implementation of new test kits, modalities, or other options, as appropriate. One example of such innovation that Contractor will explore is drop-off kiosks for unsupervised specimen collection.
- 7.16. Collect third-party health insurance information and the ability to bill directly payers to recoup funds related to specimen collection on behalf of the State. This requirement is limited to claims related to specimen collection only and will not cover claims related to lab processing.

EXHIBIT A
SCOPE OF WORK

7.17. Demonstrate the ability to collaborate or partner with other organizations or entities to deliver on the concept.

8. AVAILABILITY

8.1. Commence work by November 1, 2020. Contractor will ramp-up and phase-in our approach to maximize specimen collections per day, targeting 40,000 tests per day in November 2020. A high-level Implementation Plan has been provided separately to the State.

9. DELIVERABLES

9.1. Reports

9.1.1 Report patient-level data on specimen collection activities, specifically related to race, ethnicity, sexual orientation, and occupation, on a daily basis.

9.2 Sites

9.2.1 Contractor shall use reasonable efforts to stand-up and begin testing at new sites identified by State within the following timeframes for the various modalities offered under this Scope of Work, for PCR testing:

9.2.1.1 Fixed Facility (existing, unchanged OptumServe sites) – Zero transition time*

9.2.1.2 Fixed Facility (new sites for OptumServe, or change from one site to another) – 4 business days**

9.2.1.3 Drive-Through – 7 business days**

9.2.1.4 Mobile - 7 business days to deploy; every 7 business days, can make 7-10 buses available**

9.2.1.4.1 Contractor will use best efforts to deploy or redeploy Mobile Teams, within 24-48 hours from the time the parties (in collaboration with the state Public Health professionals) agree on an identified hotspot(s) or emerging hotspot(s). Contractor understands the State's intent is to mobilize as quickly as possible to address hot spots, including but not limited to day-to-day redeployment. The State and Contractor will work in partnership to develop a schedule of sites for the mobile buses to be located.

9.2.1.5 At-Home Kits - 5 business days, once functionality enabled

9.2.1.6 Traveling Teams, for emerging hot spots or emergencies – Within 24-48 hours, as Contractor has done during wildfires and civil unrest (assuming redeployment of existing site/team)

9.2.1.6.1 Contractor will use best efforts to deploy or redeploy Traveling Teams, within 24-48 hours from the time the parties (in

EXHIBIT A
SCOPE OF WORK

collaboration with the state Public Health professionals) agree on an identified hotspot(s) or emerging hotspot(s). To meet the 24-48 hours deployment window, Contractor may deploy a modified Traveling Team to meet the condensed time frame. For example, Contractor may redirect staff and/or supplies from existing sites within 24-48 hours that are in close proximity of the location of the Hotspot. The modified Traveling Team would quickly be followed by staffing and shipment of materials to allow a more standardized set up for longer term service. Further, leveraging our data analytics and monitoring tools will allow both Contractor and state Public Health officials to see a potential outbreak or hotspot before it would even occur, furthering our ability to support within a 24-48-hour deployment window if requested.

- 9.2.2 *Assuming current volumes, delivery method, modality, test type, and lab vendor.
- 9.2.3 **Assuming Contractor can use existing lab vendors with available lab capacity. Any new lab vendor identified by State will take a minimum of 4-6 weeks to integrate into our technical solution once IT specifications are received.
- 9.2.4 If the existing fixed facility sites are moved to another location, Contractor may incur a move cost (supplies, etc.), depending on the physical distance of the move. Contractor will work with the State to detail such costs and use reasonable efforts to reduce cost of changing sites.
- 9.2.5 If establishing a new site, time is required to set up clinic and on-site equipment, obtain staffing, set up a courier service, establish registration online, and other back-end processes.

10. PERFORMANCE REVIEW AND ACCEPTANCE CRITERIA

10.1. It shall be CDPH's sole determination as to whether the Contractor's performance has been successfully completed and is acceptable to the State.

10.2. Performance Acceptance

- 10.2.1. CDPH agreement representative acceptance of performance must be based upon the following:
- 10.2.2. The completed work must address all components required.
- 10.2.3. Work products must be appropriate in detail and quality.

EXHIBIT A
SCOPE OF WORK

- 10.2.4. Documents must be ADA compliant, organized in a structured manner and be professional to allow subsequent use by State staff.
- 10.2.5. Documents must be consistent throughout in style and quality. This means that if the document is the composite effort of two or more people within the project, the document must be edited for style and consistency.
- 10.2.6. Should revisions to the work products be requested, the Contractor will receive written notice from CDPH agreement representative.
- 10.2.7. The Contractor will review responses, make appropriate adjustments and submit to CDPH agreement representative for acceptance.
- 10.2.8. The Contractor must not change a work product that has been accepted by CDPH agreement representative without CDPH agreement representative's approval.
- 10.3. Performance Not Meeting Requirements
- 10.3.1. Service Level Agreements
- 10.3.2. Contractor will deliver specimens collected at each testing site to the State selected lab(s) within 24 hours of the end of the testing day at such testing site. The 24-hour period shall be measured starting from at the end of the testing day at the testing site to the time the testing site specimens are delivered to the lab receiving dock.
- 10.3.3. The Monthly invoice shall be reduced as follows based on the percentage of specimen collected and transported not delivered within twenty-four (24) hours of collection by Contractor:

| Total Monthly Percentage (%) Delivered within 24 hours | Impact |
|---|--|
| >=95 | None |
| 90=<X<95 | Meet and confer regarding improvement plan |
| 80=<X<90 | 5% reduction in the Monthly invoice for the subsequent contract month |
| 70<X<80 | 15% reduction in the Monthly invoice for the subsequent contract month |

EXHIBIT A
SCOPE OF WORK

- 10.3.4. Contractor's failure to return 70% or more of total monthly specimens within 24 hours in any month shall be a material breach of this Agreement, which Contractor shall have an opportunity to cure within 30 days.
- 10.3.5. Should the work performed or work product produced by the Contractor fail to meet the minimum State requirements or other applicable standards, specifications, or guidelines, CDPH agreement representative will notify the Contractor in writing. The notification will identify the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- 10.3.6. Failure by the Contractor to respond to CDPH agreement representative's initial problem notification may result in contract termination. In the event of such termination, the State must pay all amounts due to the Contractor at CDPH agreement representative direction for all work, on a time and materials basis, accepted prior to termination.

11. CONTRACTOR RESPONSIBILITIES

- 11.1. Collect specimens and have them delivered to laboratory(ies) within 24 hours of specimen collection. The address for the specimen delivery shall be at:

CDPH COVID Laboratory
28454 Livingston Avenue
Valencia, California 91355

- 11.2. Additional laboratories may be added at the State's discretion.
- 11.3. Contractor shall not solicit business with other public health entities in the State for the same services rendered pursuant to this contract. All such government public health requests shall be directed to CDPH.

11.4. Pre-Event Operations and Logistics

- 11.4.1. Contractor will implement processes that consists of the following:
- 11.4.2. **Initiation Request** – The State shall request a Testing Event by populating and submitting Contractor's Intake Form followed by a Detail Request Form. These forms will identify each testing site, attestation that the site meets the specified requirements in Section 13.2, and number of individuals to be tested per each testing site. The State shall submit both forms via e-mail to the Event Operations

EXHIBIT A
SCOPE OF WORK

Center (“EOC”) Coordinator. The State must complete all parts of the Initiation Request before Contractor can move on to Pre-Event Preparation.

- 11.4.3. **Pre-Event Preparation** – Once all required information from the initiation request has been confirmed and approved by each party, Contractor will coordinate the scheduling of a Testing Event and all event-related activities. The State shall be solely responsible for securing all proposed testing site(s) and all the required information in Section 13.2 shall be provided before Contractor shall commence work in the Event phase.
- 11.4.3.1. During the Pre-Event process, other details may arise and Contractor and State’s POC may discuss details per each site. Once the event site requirements outlined in Pre-Event Preparation have been received and confirmed by Contractor, Contractor will prepare to deploy its Event Staff to the testing site at the agreed upon schedule.
- 11.4.4. **Supplies and Equipment** - All event set-up will be initiated and completed on the day prior of the Testing Event (unless otherwise mutually agreed on a different date/time). The Event Oversight Administrator (“EOA”) will work with the State Event POC to evaluate and accept the site. Contractor and the State Event POC will establish the best fit for the services being provided at a particular testing site and Contractor will set up all required supplies for the Event.
- 11.4.4.1. Contractor will ensure all PPE, specimen collection kits, and other supplies arrive at the site on-time and are available in sufficient quantities for staff to safely conduct specimen collection.
- 11.4.5. **Site Set Up:** Contractor will implement movement controls and manage access and movement within the confines of the Event location to limit transmission of germs and minimize exposure/risk to COVID-19, including:
- 11.4.5.1. The Contractor will provide a layout and flow for the Testing Event that allows 6-10 feet of social distancing for all residents, as well as healthcare providers, staff, and any other personnel on-site (e.g., State Department of Health Service Staff).

EXHIBIT A
SCOPE OF WORK

- 11.4.5.2. The Contractor will organize the site plan to utilize the site for completion of the medical and administrative portions of the Testing Event.
- 11.4.5.3. The Contractor will use best efforts to manage social distancing and group requirements in accordance with the State, Centers for Disease Control and Prevention (CDC), and World Health Organization (WHO) guidelines.
- 11.4.5.4. The Contractor will only allow a set number of residents into the Testing Site areas at one time with the use of staging, sizing, staggering, and focusing movements throughout the Testing Event.
- 11.4.5.5. The Contractor will ensure all PPE, testing equipment, coolers and test kits arrive at the site on-time and are available in sufficient quantities for Event Staff to safely conduct specimen collection.
- 11.4.6. **Pre-Registration and Scheduling** - The Contractor shall provide the Resident Portal where residents can register and schedule an appointment at available testing sites.
 - 11.4.6.1. The Contractor will make registration available to residents 48-72 hours prior to the initial start date of the testing site.
 - 11.4.6.2. If the Contractor is changing to a new site with four (4) business days' notice, Contractor shall make every effort to make registration will be available to residents 24 hours prior to the initial start date of the testing site.
 - 11.4.6.3. The Contractor will keep track of test site capacity and will update the registration site accordingly.
 - 11.4.6.4. The Contractor will provide confirmation of scheduled testing appointments via text or email along with a unique Authorization ID to present at the test site.
 - 11.4.6.5. The Contractor will provide testing appointment reminders via text, email, or automated call prior to scheduled test date.
 - 11.4.6.6. Contractor recommends that majority of event attendees have an appointment for their specimen collection, however walk-in (unscheduled, unregistered) residents will be accommodated at

EXHIBIT A
SCOPE OF WORK

the Contractor's best effort. Any residents that "walk-in" to a testing site during a Testing Event will be required to register. The State acknowledges that taking time to process un-registered residents will cut into the productivity of maximum tests per day. The State shall encourage residents to pre-register and obtain an Authorization ID from Contractor for the benefit of a smooth and timely process.

- 11.4.6.7. For individuals without access to online scheduling, the Contractor shall provide a toll-free phone number to pre-register and schedule an appointment.
- 11.4.7. **Eligibility** - Contractor shall test residents in accordance with the eligibility requirements provided by the State of California. Changes in eligibility may require additional business days to implement.
- 11.4.8. **Data Collection** - Contractor shall collect information on each resident during the registration phase, in accordance with Exhibit F.

11.5. Specimen Collection Event

- 11.5.1. The Contractor EOA at each event site will be the primary Contractor lead during the Testing Event. During the Testing Event, the Contractor EOA will manage the set-up process according to the event plan; ensure the administrative staff and health care providers are performing all requested services at each event site; and establish communication with the State POC to address any concerns onsite. The EOA will monitor the schedule, event flow, and timeliness of the services to ensure all scheduled testing is completed at the Testing Event. If any issues arise regarding staffing, equipment malfunctions, training questions, or clinical questions, the Contractor EOA will communicate with staff from the Contractor's COVID Command Center that are available, on call, 24x7 while Testing Events occur.
- 11.5.2. Each site location will be configured to provide the maximum output of tests while maintaining strict controls over Protected Health Information (PHI), Personal Identifiable Information (PII), infection control and resident and Event Staff health and safety.
- 11.5.3. Contractor shall comply with all local, state, and Federal laws for disposing of medical waste and biohazardous materials.

EXHIBIT A
SCOPE OF WORK

11.5.4. Tests

- 11.5.4.1. The Contractor shall provide COVID-19 PCR test specimen collection kits using State-defined criteria and CDC-approved testing methodologies, that are in line with the specifications by the State-designated laboratory(ies).
- 11.5.4.2. The Contractor will only work with laboratories and testing kits that have received an FDA EUA and will coordinate with established lab partners who are certified under the Clinical Laboratory Improvement Amendments (CLIA) to perform high complexity tests.
- 11.5.4.3. The Contractor will collect specimens using anterior nares (nasal) swabs that are either clinician-administered or self-administered with clinical oversight in compliance with CDC guidelines, and that meet the specifications by the State-designated laboratory(ies).
- 11.5.4.4. Should the State desire any changes to the testing kits types or method of specimen collection, it will require a minimum of thirty (30) calendar days' notice and the State will be obligated to pay for the additional costs incurred by Contractor to make the change, including but not limited to additional Event Staff training, procurement costs of the new test kits and reimbursement for costs already incurred by Contractor for all nasal swab kits already procured by Contractor.
 - 11.5.4.4.1. Contractor will collaborate with the State to ensure as much advance notice as possible, to reduce the costs that may be incurred with unused inventory, and to minimize impact of required training.

11.5.5. Appointments

11.5.5.1. Fixed Facility Model

- 11.5.5.1.1. Residents will be required to wear a mask. If residents do not have a mask, the Contractor shall provide one.
- 11.5.5.1.2. When resident arrives onsite, the Contractor's Event Staff shall collect residents' registration verification information for pre-registered residents, and any additional information necessary to complete the laboratory requisition for their specimen upon arrival to the site.

EXHIBIT A
SCOPE OF WORK

- 11.5.5.1.3. Un-registered residents will register onsite with the support of Contractor admin staff.
 - 11.5.5.1.4. Contractor Event Staff shall provide the resident with materials to educate them about the specimen collection process. Upon completion of the laboratory requisition, the resident will proceed into the testing area where they shall be greeted by a member of the Contractor's testing team.
 - 11.5.5.1.5. The Contractor shall collect all specimens according the test manufacturer's instructions and by personnel with the appropriate training, certification, and/or licensure.
 - 11.5.5.1.6. Resident will exit the testing area and testing site.
- 11.5.5.2. Mobile Model**
- 11.5.5.2.1. Residents will be required to wear a mask. If residents do not have a mask, the Contractor shall provide one
 - 11.5.5.2.2. Resident will enter the site and proceed directly to the Receiving Station.
 - 11.5.5.2.3. Pre-registered residents arriving at their designated appointment time will be checked in using their unique ID/barcode, be handed a complete test kit (self-administered PCR anterior nares swab kit) and proceed to the assigned Testing Station.
 - 11.5.5.2.4. Un-registered residents will register onsite with the support of Contractor admin staff.
 - 11.5.5.2.5. All residents will receive preliminary instructions on how to self-swab.
 - 11.5.5.2.6. Resident will walk to and up the stairs to the assigned Testing Station and testing window on the bus.
 - 11.5.5.2.7. A clinician will greet the resident, verify PII/PHI, provide/clarify instructions to the resident on how to conduct the self-swab, collect the sample specimen from the resident through the window slat, and clear the resident for exit.
 - 11.5.5.2.8. Resident will walk down the stairs and exit the site.

EXHIBIT A
SCOPE OF WORK

- 11.5.5.2.9. Contractor shall accommodate individuals with physical disabilities by providing a non-ambulatory testing area.

11.5.5.3. Drive-Through Model

- 11.5.5.3.1. Residents will be required to wear a mask in their vehicles and keep the window up until asked by the testing team. If residents do not have a mask, the Contractor shall provide one.
- 11.5.5.3.2. For pre-registered residents, the Contractor shall check in residents upon arrival for an appointment through their vehicle window by verifying their using their unique ID/barcode.
- 11.5.5.3.3. Un-registered residents will register onsite with the support of Contractor admin staff.
- 11.5.5.3.4. The Contractor shall collect all specimens according to the test manufacturer's instructions and by healthcare personnel with the appropriate training, certification and/or licensure.
- 11.5.5.3.5. Once the specimen is collected, the Contractor shall release the resident from the Testing Event and then immediately store the collected specimen and replace PPE based on encounter level.
- 11.5.5.3.6. Resident will exit the drive-through lane and testing site.

11.5.5.4. At Home

- 11.5.5.4.1. In collaboration with State, Contractor will arrange for at-home test kits to be made available to appropriate residents.
- 11.5.5.4.2. Resident will require registration in order to receive a test kit.
- 11.5.5.4.3. Contractor sends specimen test kit to resident's home mailing address.
- 11.5.5.4.4. Residents self-administers test and returns specimen collection to the designated location, using the pre-paid packaging provided.

EXHIBIT A
SCOPE OF WORK

11.5.5.5. Traveling Team

- 11.5.5.5.1. Residents will be required to wear a mask. If residents do not have a mask, the Contractor shall provide one
- 11.5.5.5.2. In collaboration with CDPH, Contractor shall provide a Traveling Team to travel to State designated locations and conduct specimen collection for COVID-19 testing.
- 11.5.5.5.3. Administrative staff will register residents on-site.
- 11.5.5.5.4. The Contractor shall collect all specimens according to the test manufacturer's instructions and by healthcare personnel with the appropriate training, certification and/or licensure.
- 11.5.5.5.5. Once the specimen is collected, the Contractor shall immediately store the collected specimen and replace PPE based on encounter level. Resident will be 'released' so that Contractor may proceed to the next collection.
- 11.5.5.5.6. Contractor will continue to collect specimens at the designated location (eg. room to room, building to building, etc.)

11.5.6. Specimen Storage

- 11.5.6.1. The Contractor shall establish policies and procedures for ensuring specimens are labeled or otherwise identified with the correct resident's information.
- 11.5.6.2. The Contractor shall package and store specimens in accordance with the specimen requirements determined by the lab to ensure viability of the test.
- 11.5.6.3. The Contractor shall be responsible for providing quality control for specimen storage.

11.5.7. Equipment

- 11.5.7.1. Contractor shall provide the following equipment per modality.
 - 11.5.7.1.1. For all modalities, Contractor will provide specimen collection kits and arrange for courier services.

EXHIBIT A
SCOPE OF WORK**11.5.7.2. Fixed Facility Site:**

- 11.5.7.2.1. Supplies to clean and maintain Contractor's direct site/testing area.
- 11.5.7.2.2. Personal protective equipment (PPE) such as masks, gloves, protective eyewear/face shields and gowns
- 11.5.7.2.3. Wi-Fi hotspot for internet connectivity for Contractor staff
- 11.5.7.2.4. All necessary building signage, such as registration, check-in and testing signage for attendees
- 11.5.7.2.5. Specimen storage: Cold storage containers/refrigerators for specimens
- 11.5.7.2.6. Hand hygiene areas and hand-washing station supplies
- 11.5.7.2.7. All necessary office supplies e.g. power cords, tables, chairs, paper towels, etc.
- 11.5.7.2.8. Distancing tape
- 11.5.7.2.9. Tables, chairs, waste receptacles if needed

11.5.7.3. Drive-Through:

- 11.5.7.3.1. Supplies to clean and maintain Contractor's direct site/testing area.
- 11.5.7.3.2. All necessary building signage, such as registration, check-in and testing signage for attendees
- 11.5.7.3.3. 20'x20' tents for the testing event (appropriate number of tent/s for staff, testing, registration and donning & doffing)
- 11.5.7.3.4. Water barrel, as needed
- 11.5.7.3.5. Rental truck/van/pod to store supplies overnight
- 11.5.7.3.6. Generator for electricity, as needed
- 11.5.7.3.7. Lighting and heating units, as needed
- 11.5.7.3.8. Wi-Fi hot spots for internet connectivity for Contractor staff
- 11.5.7.3.9. Utility cart for IT equipment

EXHIBIT A
SCOPE OF WORK

- 11.5.7.3.10. Specimen storage: Cold storage containers/refrigerators for specimens
- 11.5.7.3.11. Provider hand-washing station supplies, such as collapsible water containers, bins and soap
- 11.5.7.3.12. Traffic cones and associated supplies
- 11.5.7.3.13. Distancing tape
- 11.5.7.3.14. All necessary office supplies e.g. power cords, generators, tables, chairs, paper towels, etc.
- 11.5.7.3.15. PPE for provider team: Masks, gloves, protective eyewear/face shields and gowns
- 11.5.7.3.16. Waste receptacles
- 11.5.7.3.17. Portable toilets & handwashing station soap, paper towels, as needed
- 11.5.7.4. Mobile Bus:**
 - 11.5.7.4.1. 45-foot motor coach, with a patent pending internal medical facility and treatment system
 - 11.5.7.4.2. Window Slats for clinicians to receive completed self-administered, PCR swab test kits from resident, using a window slat to minimize exposure.
 - 11.5.7.4.3. Cabinets to store PPE (e.g., masks, gloves, gowns, face shields, sanitizing wipes)
 - 11.5.7.4.4. Designated donning and doffing stations
 - 11.5.7.4.5. Commercial Grade Wi-Fi with a signal that reaches the entire site perimeter, for Contractor staff
 - 11.5.7.4.6. Electricity with 110-volt electrical outlets
 - 11.5.7.4.7. Refrigeration using a Yeti® cooler with up to two inches of PermaFrost™ Insulation
 - 11.5.7.4.8. Canopies, free-standing tents, tables, chairs, signage, distancing tape, traffic cones
 - 11.5.7.4.9. Air conditioning / heating system

EXHIBIT A
SCOPE OF WORK

- 11.5.7.4.10. Janitorial cleaning of the bus and site perimeter, and biohazard waste removal
- 11.5.7.4.11. Two medical-grade handwashing sinks
- 11.5.7.4.12. Designated staff break area (table with four chairs)
- 11.5.7.4.13. Designated staff restroom
- 11.5.7.4.14. Minimum Efficiency Reporting Value (MERV) 8 Air Filtration System for typical dust and allergens filtration, which features a patent protected PuraWard Antimicrobial Fiber Layer that kills 99.95% of viruses using copper and silver ions. Copper ions weaken the amino acids of the cell wall allowing silver to invade the cell. The copper and silver then react with key enzymes to eliminate the pathogen.
- 11.5.7.4.15. Whole bus sanitization with treatment at regular intervals with VitalOxide
- 11.5.7.4.16. Commercial-grade fogging system is registered with the USEPA as a Hospital Grade Disinfectant Cleaner that eliminates 99.999% of bacteria and 100% inactivation of viruses, including SARS-CoV-2 (COVID-19).
- 11.5.7.4.17. Storage of the entire 60'x60' site (per bus) packs into the bus, including all medical supplies
- 11.5.7.4.18. Professional, commercial certified drivers: Professionally trained for local and interstate travel; Possess DOT Medical Exam Certificate as required by state and federal law; Cleared Department of Justice Lifetime Criminal Background Check with Ongoing Surveillance; Cleared initial drug and alcohol screen including continuance of random tests throughout employment; Required to be in uniform attire during all on-duty functions
- 11.5.7.4.19. Testing Site mobile operations and logistics planning including bus parking, dispatching, GPS, and electronic driver logs
- 11.5.7.4.20. Vehicle maintenance including fueling, full-service vehicle maintenance, vehicle insurance, vehicle inspections, exterior washing

EXHIBIT A
SCOPE OF WORK

11.5.7.5. **At-Home Kits:** N/A

11.5.7.6. **Traveling Team:**

11.5.7.6.1. Wi-Fi hotspot for internet connectivity for Contractor staff

11.5.7.6.2. Personal protective equipment (PPE) such as masks, gloves, protective eyewear/face shields and gowns

11.5.7.6.3. Specimen storage: Cold storage containers/refrigerators for specimens

11.5.7.6.4. Hand hygiene supplies, as needed

11.6. Post-Event

11.6.1. Specimen Transport

11.6.1.1. The Contractor shall arrange for delivery of specimens to the Contractor's designated laboratories on at least a daily basis.

11.6.1.2. The Contractor shall ensure specimens are transferred in a way that maintains the integrity of the sample collected and protects all PII and PHI.

11.6.1.3. The Contractor shall be responsible for providing quality control for specimen transport.

11.6.2. Site Clean-up

11.6.2.1. The Contractor will coordinate light daily cleaning for the testing stations after the day's testing has concluded.

11.6.2.2. The Contractor shall comply with all applicable local, State and federal laws for disposing of medical waste and biohazardous materials.

11.6.2.3. The Contractor shall manage supplies and equipment packaging, removal and return, and facility/site restoration when testing sites are closed.

11.6.2.4. The Contractor shall be responsible for managing post-Event supplies processing and for equipment re-inventory.

11.6.3. Results Reporting

11.6.3.1. Individual Results Reporting

EXHIBIT A
SCOPE OF WORK

- 11.6.3.1.1. Upon receipt of the lab results, Contractor shall notify the patient of results availability by email, text, or automated telephone call (based on patient preference they chose during registration). Results are typically provided within four (4) hours (text or email) and within 24 hours (phone call). If the patient preference is a telephone call, an automated IVR system will be available for the patient. Upon providing verification information, the IVR will return the patient's results.
 - 11.6.3.1.2. For positive results, patients will always receive an IVR call to receive information regarding the results and clinical care path as directed by the State. They will also have the option to be connected to a nurse in our Clinical Operations department.
 - 11.6.3.1.3. The Contractor shall ensure email and text message notification of test results are available in English and Spanish.
 - 11.6.3.1.4. The Contractor shall post residents' test results in the Resident Portal for residents to download/print and review for discussion with their primary health care provider if needed.
- 11.6.3.2. State Reporting
- 11.6.3.2.1. Contractor will collect all contractually required data and handle all patient registration and appointment scheduling through the Contractor's MedNet platform. Any labs processing specimens will be required to provide an available electronic interface for the Contractor to transmit resident test orders and demographic information to the lab. The lab(s) will also be required to provide an available electronic interface to transmit results back to the Contractor, for the Contractor to report back to the residents. Contractor understands that the lab will be responsible for updating the State Databases with required data and results. Contractor can provide additional interfaces to other labs or software vendors at the State's request, subject to the Parties' written agreement on the price and project timeline for such additional interfaces.
 - 11.6.3.2.2. Contractor's system shall allow flexibility in defining and implementing custom data schemes and formats. It shall

EXHIBIT A
SCOPE OF WORK

provide various data exchange methodologies with configurable frequency and content. Contractor retains all right, title and interest in and to its proprietary portal, LHI.Care, the MedNet technology platform, all related operational data and documentation, and all other proprietary processes, procedures and tools used by Contractor to perform the services under this Agreement, including all intellectual property rights therein, including but not limited to all modifications, enhancements, improvements and derivative works thereto (collectively, the "Contractor's IP"). No title to or ownership of the Contractor's IP are transferred to the State in connection with this Agreement.

- 11.6.3.2.3. State and the Contractor will provide mutual POCs to design and implement data reporting, if additional data reporting needs are identified.

11.7. Program Management and Staffing**11.7.1. Program Manager**

- 11.7.1.1. The Contractor shall provide a Program Manager (PM) to oversee all service delivery for the State.
- 11.7.1.2. The PM shall be the main point of contact for the State and shall provide oversight and direction on all program activities to ensure compliance with all contract and performance requirements defined in the contract.
- 11.7.1.3. The PM shall provide timely response and resolution planning to any reports of deficiency.

11.7.2. Clinical Program Lead

- 11.7.2.1. The Contractor shall have a program Clinical Lead to provide ongoing clinical oversight for the program.
- 11.7.2.2. The Clinical Lead shall review ongoing compliance to standard operating procedures with daily meetings, ongoing training and check-ins/tours of the testing sites.
- 11.7.2.3. The Clinical Lead is responsible for issue management of the Contractor's Testing Teams if an issue is raised by the State.

EXHIBIT A
SCOPE OF WORK

11.7.3. Onsite Staffing for specimen collection is at the discretion of the Contractor, to maximize efficiencies on a per site basis dependent upon anticipated testing volumes. Each site will include minor adjustments to a standard team, to adjust for these factors.

11.7.3.1. Standard Onsite Teams include, at a minimum:

11.7.3.1.1. 1 Event Oversight Administrator (EOA)/ Registered Nurse (RN) – required for all modalities, except At-Home Kits

11.7.3.1.2. 1 Licensed Vocational Nurse (LVN) - – required for all modalities, except At-Home Kits

11.7.3.1.3. 1 Non-clinical administrative staff - – required for all modalities, except At-Home Test Kits

11.7.3.1.4. 1 Outdoor Site Security Admin – required for Drive-Through and Mobile sites

11.7.3.1.5. 1 Outdoor Site Traffic Control Admin – required for Drive-Through and Mobile sites

11.7.3.2. Optional: Interpreter

11.7.3.3. Optional: Fixed Facility Site Security

11.8. Credentialing

11.8.1. All healthcare provider personnel will meet minimum state and federal guidelines for performing specimen collection, including licensure as currently required. Contractor shall provide credentialed healthcare providers in accordance with State standards.

11.9. Training

11.9.1. The Contractor shall provide training updates, as needed, if information or procedures change.

11.9.2. Ahead of the event, all Event Staff will be required to undergo training that will be conducted within an online training module in the Contractor's environment.

11.9.3. The training will include processes for collection/handling of specimens, rules for wearing Personal Protective Equipment (PPE), donning and doffing PPE, disinfection procedures, hand washing hygiene, and infection control measures.

EXHIBIT A
SCOPE OF WORK

11.9.4. The Contractor shall have policies in place detailing steps to ensure that Event Staff are free from exhibiting signs and/or symptoms of COVID-19 prior the individual's undertaking duties at any testing site as well as any steps to be taken if any member of the Event Staff begins to exhibit signs and/or symptoms.

11.10. Communications with the Public / Communications Kit

11.10.1. The Contractor shall provide the State with a draft communication kit to review for news releases, press conferences, social media posts, websites, and other channels.

11.10.2. Any materials approved for release shall be disseminated according to a schedule mutually agreed upon by the State and the Contractor.

11.10.3. The Contractor shall not issue any news releases or other materials intended for public consumption or awareness without the approval of State.

11.11. Changes to Scope

11.11.1. During the term of this Agreement, no changes shall be made to this Agreement unless both Contractor and the State agree to such changes in writing. If any such change causes a variation in the cost of performance or the time required for performance, Contractor shall provide the State with an estimate of the cost and schedule impact of the change and the parties shall modify this Agreement in writing to reflect the cost increase and/or schedule changes.

11.12. Optional Services

11.12.1. Optional services or personnel that may be requested by the State, and provided by the Contractors, include:

11.12.2. Customized reporting may include advanced data analytics that go above and beyond the primary data elements required. A dashboard and advanced analytics reporting option is included as Optional in Exhibit B.

11.12.3. Test types change – due to progressive advancements in detecting COVID-19, a change to the identified testing process (above) may be offered.

EXHIBIT A
SCOPE OF WORK

12. STATE PRIVACY, INFORMATION AND SECURITY REQUIREMENTS

- 12.1. The Contractor shall abide by all State privacy, information and security requirements set forth in the resulting contract.

13. STATE RESPONSIBILITIES

- 13.1. The State agrees to:
- 13.1.1. Provide access to State documents, teams, and subject matter experts.
 - 13.1.2. Designate a CDPH agreement representative to whom all Contractor communications will be addressed and who has the authority to act on all aspects of the services. This person will review the agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- 13.2. **Testing Events** can be set-up and begin testing in accordance with the timeframes identified in Section 9.2, once the State provides all of the following information to Contractor, for each modality:
- 13.2.1. Single State POC for general oversight for this program, and separate State POCs for Program Delivery and Contractual matters.
 - 13.2.2. California Standing Order information for Statewide testing or the Ordering Physician's information per County, including contact information and local health facility affiliated with physician.
 - 13.2.3. State POC to liaison between state and all county/local public health officials (announce scope of program and address on going communications during contract execution).
 - 13.2.4. Single Information Technology POC for the contract.
 - 13.2.5. Site-specific event location—street address, city, state, and ZIP Code.
 - 13.2.6. Start and end dates of the event and start and end times for each event day (Pacific Time).
 - 13.2.7. Per Site Point of Contact (POC) and contact information (including office and mobile phone numbers) for pre-event and logistical coordination as well as day-to-day coordination when the site is active.

EXHIBIT A
SCOPE OF WORK

- 13.2.8. Site specific County Public Health contact information including office and mobile phone numbers.
 - 13.2.9. Documentation that all permitting requirements for each testing site are complete.
 - 13.2.10. Insurance certification requirements executed as needed.
 - 13.2.11. Specific and/or unique features of the layout of the land if applicable.
 - 13.2.12. Confirmation of building maintenance, and custodial services for all space outside of the direct Testing site.
 - 13.2.13. Confirmation of security personnel (optional and provided by Contractor if requested).
 - 13.2.14. Confirmation of interpreter personnel (optional and provided by Contractor if requested);
 - 13.2.15. Arrangement of adequate parking to support testing site and anticipated volumes for all modalities.
 - 13.2.16. Confirmation of standard waste removal each evening
 - 13.2.17. Facility use licenses/agreements and insurance certification requirements must be executed, as appropriate for all modalities
 - 13.2.18. Any permits or agreements required for the Contractor to access and use the land/space (land-use, parking, street closure, etc.) to be arranged at no cost to Contractor, for all modalities.
- 13.3. In addition to the above, **Fixed Sites** require the State to provide:
- 13.3.1. Sufficiently spacious site that accommodates adequate social distancing for Event Staff.
 - 13.3.2. Building with electricity/power usable by Event Staff.
 - 13.3.3. Building with running water for hand washing, and functioning restrooms for staff, running water, soap, paper towels.
 - 13.3.4. Building with internet connectivity, and ability to establish network technology, PCs, Printers, and leverage WIFI hot spots.
 - 13.3.5. Building with AC/Heat as necessary, or a way to obtain it (e.g. portables).

EXHIBIT A
SCOPE OF WORK

- 13.3.6. Well ventilated location within the building, 68 -76 degrees Fahrenheit, 20-30% humidity in alignment with OSHA
- 13.3.7. Separate exit and entrance doors (for maintaining social distance for infection control)
- 13.3.8. Tables for registration and testing stations, to accommodate total test volumes at that site
- 13.3.9. Storage to safely and securely keep supplies and equipment for the duration of the Testing Event
- 13.3.10. Adequate parking and traffic flow to accommodate the number of appointments per hour.
- 13.3.11. Tables, chairs and waste receptacles; see site-specific details
- 13.3.12. Supplies to clean and maintain Contractor's testing stations.
- 13.3.13. Waste pick-up
- 13.4. In addition to the above, **Mobile Sites** require the State to provide:
 - 13.4.1. Sufficient space for set up of the mobile buses, at a minimum of 60'x60' for 1 bus, 60'x120' for 2 bus, and adequate social distancing for Event Staff.
- 13.5. In addition to the above, **Drive-Through** sites require the State to provide:
 - 13.5.1. Sufficient space for set up of a multiple 20'x20' tents for the Testing Event, and adequate social distancing for Event Staff
- 13.6. In addition to the above, **Traveling Teams** require the State to provide:
 - 13.6.1. Sufficiently spacious site that accommodates adequate social distancing for Event Staff.
 - 13.6.2. Location that provides a room that can hold supplies and accommodate employee breaks
 - 13.6.3. Building with electricity/power usable by Event Staff.
 - 13.6.4. Functioning restrooms for staff, with running water, soap, paper towels.
 - 13.6.5. Building with AC/Heat as necessary, or a way to obtain it (e.g. portables).

EXHIBIT A
SCOPE OF WORK

- 13.6.6. Well ventilated location within the building, 68 -76 degrees Fahrenheit, 20-30% humidity in alignment with OSHA
- 13.7. In addition to the above, **At-Home Kit** model requires the State to provide:
- 13.7.1. Single Public Health POC who will register each individual who will receive a testing kit, or communications directly to individuals about the availability of at-home test kits, with a link to the Contractor's registration site
- 13.7.1.1. Contractor staff will not register individuals on their behalf in order to receive any test kits.
- 13.8. Adding or Changing Sites
- 13.8.1. Additional testing sites may be added through mutual written agreement between the State and the Contractor; A change in location to identified sites may be done through mutual written agreement between the State and the Contractor.
- 13.8.2. Contractor will receive a minimum of four (4) business days' notice to change facility testing sites within the defined travel radius stated below, or to add additional testing teams to existing sites. In the event a "hotspot" is identified, Contractor will work with the State to deploy resources in a timely manner.
- 13.8.3. Contractor will receive a minimum of four (4) business days' notice to add new testing sites or change facility testing sites.
- 13.9. **Ordering Physician** - the State shall designate one (1) ordering physician for the State to order tests for registered residents attending events, or the State may issue a standing order for testing to occur for all California residents. In lieu of designating one (1) ordering physician for the State, the State shall designate, as a maximum, one (1) ordering physician for each county in order to test registered residents attending events.

14. UNANTICIPATED TASKS

- 14.1 During the contract period, legislative and / or program changes may necessitate changes to the contracted services. Request for changes must support or enhance the scope of the contract.
- 14.2 Unanticipated tasks are additional work that must be performed and that is within scope of the contract but was not identified in the State's RFI² document or Scope of Work (SOW). Both the State and the Contractor

EXHIBIT A
SCOPE OF WORK

shall agree upon the work that needs to be performed which will result in unanticipated costs. No work can be performed in advance of State's approval of unanticipated task(s) work.

- 14.3 The State limits the budget for unanticipated tasks not to exceed fifteen percent (15%) of the sum of the base contract identified in the Exhibit B-1, Cost.
- 14.4 If additional work must be performed, the procedures outlined in this section will be followed.
 - 14.4.1 Unanticipated tasks include, but are not limited to, corrections to errors made by State staff.
 - 14.4.2 It is understood and agreed by both parties to this Agreement that all the terms and condition of this Agreement shall remain in force with the inclusion of any new task. Such new task shall in no way constitute an Agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.
- 14.5 All new task must be in writing prior to beginning work and signed by the Contractor and State. The Contractor shall not begin work on a new task until the authorized State staff has approved the new task.
- 14.6 The State has the right to require the Contractor to stop or suspend work on any new task.

15. TERMINATION

The State reserves the right to cancel all or a portion of the service for any reason, subject to fifteen (15) days written notice to the Contractor.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates/costs specified in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the State. The parties agree that Contractor shall obtain written consent from the State prior to purchase of these materials. Once the Contractor procures all materials (as outlined in Exhibit A, Section 7.14) to be used with State designated lab(s), the Contractor shall have the ability to immediately invoice the State for those materials to be used with State labs.
- B. Advanced payments will not be allowed.
- C. Invoices must be prepared on Contractor's letterhead* and shall include:
- 1) Contract Number, Purchase Order Number
 - 2) Invoice Number
 - 3) Date of Invoice
 - 4) Billing and/or performance period covered by invoice (Dates of Service)
 - 5) Location of Service
 - 6) Applicable rate and itemized list of costs
 - 7) Invoice total
 - 8) Remittal Address
 - 9) Contact phone number for invoice questions
 - 10) Contractor's California Certified Small Business Certification Reference Number or Disabled Veteran Business Enterprise Reference Number, if applicable

* If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Scope of Work.

- D. Contractor shall submit invoices related to Contractor's services to:

Phebe Lapinig
CDPH-Emergency Preparedness Office
1615 Capitol Ave. 73.373 MS 7002
Sacramento, CA 95814

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

4. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

5. CONTRACTOR OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.

If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

EXHIBIT B-1
COST

Contractor assumes the following parameters, assuming ~40,000 tests per day. Contractor is prepared to scale beyond the illustrative volumes defined below. Contractor has built in additional efficiencies to our current operations, which have enabled us to offer the State our new and improved daily throughput to 165 specimens collected (over the course of a 12-hour day). Contractor will work to continue to incorporate efficiencies throughout the life of the contract to increase throughput.

| Site/Testing Assumptions | Fixed Facility | Drive-Through | Mobile | Traveling Team | At-Home |
|---------------------------------|-----------------------|----------------------|---------------|-----------------------|----------------|
| Number of Sites | 91 | 46 | 25 | 1 | 0 |
| Teams Per Site | 1 | 2 | 4 | 1 | 0 |
| Tests Per Day Per Team | 165 | 165 | 132 | 165 | 0 |
| Tests Per Day Per Site | 165 | 330 | 528 | 165 | 0 |
| Total Tests Per Day | 15015 | 15180 | 13200 | 165 | 100 |
| Days Per Month | 20 | 20 | 20 | 20 | 20 |
| Total Teams | 91 | 92 | 100 | 1 | 0 |

Contractor's pricing assumes the following per site staffing structure:

- Per site staffing structure
 - Fixed Facility (165 Tests Per Day)
 - 1 EOA/RN + 1 LVN + 1 Admin
 - Drive-Through (330 Tests Per Day)
 - 1 EOA/RN + 2 LVN + 2 Admin
 - Mobile (528 Tests Per Day)
 - Partnership with BusTest Express aka Storer Coachways
 - 1 bus team = 1 EOA/RN + 4 LVN + 1 admin
 - Traveling Team (165 Tests Per Day)
 - 1 EOA/RN + 1 RN + 1 Admin
- 12 hours testing days, 5 Days a week (with 7 days/week availability)
- Contract is priced assuming no more than 30% of resident population being registered via call center. If resident use of the toll-free number exceeds 30% of the resident population being tested, this would represent a change to the Contract scope and the parties shall negotiate a modification to the Contract.
- Contract is priced assuming 21% of resident population receives outbound calls for positive or inconclusive results.
- Material costs indicated with (*) are pass-through costs plus G&A
- Tech fees include infrastructure, development, system build-out and maintenance, and call center language line access.
- At-home test kit includes Standard price (including a Contractor-selected laboratory) and Optional price (excluding lab processing, which can be used in conjunction with a State-designated lab)
- Traveling team includes Standard price (without overnight travel) and Extended price (fully burdened including overnight travel)

EXHIBIT B-1
COST

- Mobile team includes an optional, extended price (fully burdened including overnight travel)

Contractor's illustrative pricing estimates are defined below:

| | Fixed Facility | Estimated Per-Month Fees |
|--|-----------------------|---------------------------------|
| Specimen Collection (Per Site Per Day) | \$2,419 | \$4,403,485 |
| Call Center (Per Site Per Day) | \$2,356 | \$4,288,414 |
| Program Management (Per Site Per Day) | \$601 | \$1,093,902 |
| Technology Fee (Per Test) | \$3.00 | \$900,900 |
| Site-Specific Materials (Per Site Per Day)* | N/A | N/A |
| Consumable Supplies, PPE, Shipping (Per Site Per Day)* | \$913 | \$1,662,392 |
| Swab Kit (Per Test)* | \$10.61 | \$3,187,287 |
| Courier/Transport (Per Site Per Day)* | \$955 | \$1,738,520 |
| Claims Processing (Per Test) | \$2.21 | \$663,039 |

**Estimated pass-through costs*

| | Drive-Through | Estimated Per-Month Fees |
|--|----------------------|---------------------------------|
| Specimen Collection (Per Site Per Day) | \$3,789 | \$3,485,473 |
| Call Center (Per Site Per Day) | \$4,713 | \$4,335,540 |
| Program Management (Per Site Per Day) | \$1,202 | \$1,105,923 |
| Technology Fee (Per Test) | \$3.00 | \$910,800 |
| Site-Specific Materials (Per Site Per Day)* | \$1,134 | \$1,043,030 |
| Consumable Supplies, PPE, Shipping (Per Site Per Day)* | \$1,890 | \$1,739,248 |
| Swab Kit (Per Test)* | \$10.61 | \$3,222,312 |
| Courier/Transport (Per Site Per Day)* | \$955 | \$878,812 |
| Claims Processing (Per Test) | \$2.21 | \$670,325 |

**Estimated pass-through costs*

| | Mobile | Estimated Per-Month Fees |
|--|---------------|---------------------------------|
| Specimen Collection (Per Site Per Day) | \$4,835 | \$2,417,721 |
| Call Center (Per Site Per Day) | \$5,712 | \$2,856,087 |
| Program Management (Per Site Per Day) | \$1,457 | \$728,539 |
| Technology Fee (Per Test) | \$3.00 | \$792,000 |
| Site-Specific Materials (Per Site Per Day)* | \$4,925 | \$2,462,373 |
| Consumable Supplies, PPE, Shipping (Per Site Per Day)* | \$3,590 | \$1,794,964 |
| Swab Kit (Per Test)* | \$10.61 | \$2,802,010 |
| Courier/Transport (Per Site Per Day)* | \$955 | \$477,615 |
| Claims Processing (Per Test) | \$2.21 | \$582,891 |

**Estimated pass-through costs*

EXHIBIT B-1
COST

| | Traveling Team | Estimated Per-Month Fees | Extended Traveling Team | Estimated Per-Month Fees |
|--|----------------|--------------------------|-------------------------|--------------------------|
| Specimen Collection (Per Site Per Day) | \$2,419 | \$48,390 | \$3,486 | \$69,716 |
| Call Center (Per Site Per Day) | \$869 | \$17,373 | \$869 | \$17,373 |
| Program Management (Per Site Per Day) | \$462 | \$9,235 | \$462 | \$9,235 |
| Technology Fee (Per Test) | \$3.00 | \$9,900 | \$3.00 | \$9,900 |
| Site-Specific Materials (Per Site Per Day)* | N/A | N/A | N/A | N/A |
| Consumable Supplies, PPE, Shipping (Per Site Per Day)* | \$913 | \$18,268 | \$913 | \$18,268 |
| Swab Kit (Per Test)* | \$10.61 | \$35,025 | \$10.61 | \$35,025 |
| Courier/Transport (Per Site Per Day)* | \$955 | \$19,105 | \$955 | \$19,105 |
| Claims Processing (Per Test) | \$2.21 | \$7,286.14 | \$2.21 | \$7,286 |

*Estimated pass-through costs

| | Standard At-Home Kits | Estimated Per-Month Fees | Optional At-Home Kits (w/o Labs) | Estimated Per-Month Fees |
|---|-----------------------|--------------------------|----------------------------------|--------------------------|
| Call Center (Per Site Per Day) | \$658 | \$13,161 | \$790 | \$15,793 |
| Program Management (Per Site Per Day) | \$350 | \$6,997 | \$420 | \$8,396 |
| Technology Fee (Per Test) | \$3.00 | \$6,000 | \$3.00 | \$6,000 |
| Test Kit, includes Shipping (Per Test)* | \$120.00 | \$240,000 | \$40.00 | \$80,000 |
| Claims Processing (Per Test) | \$2.21 | \$4,416 | \$2.21 | \$4,416 |

*Estimated pass-through costs

| Required One-Time Fees: | |
|-----------------------------------|-----------|
| Onsite Equipment & Signage* | \$522,617 |
| Systems Integration | \$721,910 |
| Integration for At-Home Test Kits | \$66,335 |

*Estimated pass-through costs

| Optional Fees: | |
|--|-----------|
| Enhanced Analytics - One-Time | \$106,137 |
| Enhanced Analytics - Per Month | \$44,224 |
| Enhanced Analytics: ADI Report Add-On (One-Time) | \$15,921 |
| Interpreter (Per Resource Per Day) | \$470 |
| Security (Per Resource Per Day) | \$948 |
| Backup Lab Cost* | \$106 |
| No Internet Site Fee (Per Day) | \$470 |
| Training/Retrofit Fee (if materials change) | \$10,000 |
| Mobile - Extended | \$2,177 |

*Estimated pass-through costs

Based on estimated contract usage, the estimated contract cost will be approximately \$50M per month, over six (6) months. The total contract amount of \$300M is the sum of the estimated monthly costs multiplied by six (6).

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR NON-IT SERVICES CONTRACTS
(10/13/2020)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor 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. Contractor 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. Contractor 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, Contractor 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).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims and losses accruing or resulting from any negligent act, wrongful act, error, omission or intentional misconduct of Contractor in connection with Contractor's 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 Contractor's negligent act, wrongful act, error, omission or intentional misconduct in the performance of this Agreement. Notwithstanding the foregoing, Contractor will have no obligation under this Section 5 or otherwise if the claim or loss results from the State's failure to perform its obligations under this Agreement. To the extent that Contractor is only partially responsible for a third party's claims or losses, Contractor's obligation to indemnify, defend and hold harmless the State shall be reduced to the extent of Contractor's responsibility.
6. LIMITATION OF LIABILITY: EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR NON-IT SERVICES CONTRACTS
(10/13/2020)

ANY SOW HEREUNDER, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE).

7. **DISCLAIMER OF WARRANTY.** THE PARTIES ACKNOWLEDGE THAT THE COVID-19 TEST KITS TO BE USED IN CONNECTION WITH THIS AGREEMENT ARE FOR SCREENING PURPOSES ONLY AND MAY NOT IN ALL CASES PROVIDE A DEFINITIVE RESULT. AS WITH ALL SCREENING TESTS, IN A CERTAIN NUMBER OF CASES THERE CAN BE INCIDENCES OF FALSE-POSITIVE AND FALSE-NEGATIVE RESULTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE COVID-19 TEST KITS PROVIDED UNDER THIS AGREEMENT MAY NOT BE EFFECTIVE FOR ANY MUTATIONS OF COVID-19.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE SERVICES AND PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT ARE PROVIDED STRICTLY "AS-IS," "AS-AVAILABLE," AND "WITH ALL FAULTS," AND CONTRACTOR MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY AS TO THE SERVICES, PRODUCTS, OR ANY OTHER MATTER WHATSOEVER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR A PARTICULAR OR BUSINESS RESULT, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, CONTRACTOR MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL: (I) MEET THE STATE'S REQUIREMENTS OR INTENDED PURPOSES OR USES; (II) PREVENT THE SPREAD OR INCURRENCE OF ANY ILLNESS, VIRUS, OR BACTERIA; (III) BE FREE FROM DEFECTS, WHETHER PATENT OR LATENT, IN DESIGN, MATERIALS OR WORKMANSHIP.

8. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

9. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any future payments as a result of Contractor's material breach of the Agreement upon providing ten (10) calendar days written notice to Contractor; provided however, that such written notice will contain a reasonable description of the reason(s) for termination and Contractor will have the right to cure such default within such notice period, unless the State agrees in writing to a longer cure period. In the event of termination for cause, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR NON-IT SERVICES CONTRACTS
(10/13/2020)

Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

10. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

11. RECYCLING CERTIFICATION: The Contractor 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).

12. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor 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. Contractor 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. Contractor 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.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR NON-IT SERVICES CONTRACTS
(10/13/2020)

13. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

14. TIMELINESS: Time is of the essence in this Agreement.

15. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

16. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California. References to any statute, rule, or regulation are to the statute, rule, executive order or regulation as amended, modified, supplemented, or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under said statutes); provided, however, that, for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any statute, rule, executive order or regulation shall be deemed to refer to such statute, rule, executive order or regulation as of such date.

17. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code. 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR NON-IT SERVICES CONTRACTS
(10/13/2020)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

18. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

19. 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.

20. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

21. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR NON-IT SERVICES CONTRACTS
(10/13/2020)

Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

22. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

23. FORCE MAJEURE:

Contractor shall not be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond Contractor's reasonable control, including but not limited to: pandemic; epidemic; any global, national, or local public health emergency or disease outbreak (including, without limitation, any of the conditions listed henceforth that may subsequently arise under the COVID-19 (a/k/a the 2019 Novel Coronavirus) or any similar disease(s)); strike, lock-out or other industrial dispute; widespread and prolonged failure of a utility service or transport or telecommunications network; act of God; fires, floods, storms, earthquakes and explosions; war, riot, or other civil disturbance; malicious damage; compliance with any newly enacted law or governmental order, rule, regulation, direction or act of any government in its sovereign capacity including quarantine and travel and shipping restrictions; widespread and significant shortages in necessary labor, materials, manufacturing facilities, or transportation vital to performance of this contract which cannot be cured through any reasonably possible efforts. Upon the occurrence of any Force Majeure Event, Contractor shall notify the State in writing of such event as soon as reasonably practicable but no later than five (5) Business Days following Contractor's attainment of actual knowledge that the Force Majeure Event will result in Contractor's non-fulfillment of its obligations hereunder and shall specify in reasonable detail the facts constituting such Force Majeure Event.

EXHIBIT D
ADDITIONAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT

This Agreement is of no force and effect until signed by both Parties.

2. AMENDMENTS

Upon mutual consent, the State and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and agreed upon by both parties and approved by Department of General Services (DGS), as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

3. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. CONTRACTOR STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement.

5. INSURANCE REQUIREMENTS

A. General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

EXHIBIT D
ADDITIONAL TERMS AND CONDITIONS

3) Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.

4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the contract.

8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.

10) Subcontractors – In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

B. Insurance Requirements: The Contractor shall furnish to the State evidence of the following required insurance, upon the State's request:

1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations,

EXHIBIT D
ADDITIONAL TERMS AND CONDITIONS

personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time)

3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.

4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy's retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

6. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

7. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager's orders and directions.

A. The written dispute notice shall contain the following information:

1) The decision under dispute;

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated

EXHIBIT D
ADDITIONAL TERMS AND CONDITIONS

- 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
 - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
 - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
- 1) A description of the dispute;
 - 2) A reference to pertinent Agreement provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.
- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal.
- The decision of the Director or the Director's designee shall be final.

8. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

EXHIBIT E
ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

A. Early Termination

[Note: Termination for Cause language already incorporated by reference in GTC 04/2017, paragraph 7.]

The state may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the state may proceed with the work in any manner deemed proper by the state. All costs to the state shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

B. Remedies

In the event of a breach by the Contractor of any term or provision of this Agreement, the state shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

C. Compliance with the Contract Work Hours and Safety Standards Act (where applicable)

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph C.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

EXHIBIT E
ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C.1 of this section.

3. Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C.2 of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph C.1 through C.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C.1 through C.4 of this section.

D. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

EXHIBIT E
ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

E. Federal Water Pollution Control Act

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

F. Debarment and Suspension Clause

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the state. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EXHIBIT E
ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

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

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the state.

**APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING
LOBBYING**

The undersigned Contractor certifies, to the best of their knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

California Department of Public Health

Agreement Number: 20-10725
Logistics Health Incorporated**EXHIBIT E**
ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor Name: Logistics Health Inc.

By (Signature):

Paul Miller7520E28BE81148BDate: 10/14/2020**H. Procurement of Recovered Materials**

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Access to Records

1. The following access to records requirements apply to this Agreement:

EXHIBIT E
ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

- i. The Contractor agrees to provide the state, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the state and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

J. Department of Homeland Security Seal, Logo, Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts

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

EXHIBIT F
SAMPLE REGISTRATION QUESTIONS

1. Age/Date of Birth?
2. Are you a parent/guardian registering on behalf of a minor?
 - a. Yes
 - i. If yes, enter name to consent that the minor listed above may receive a COVID-19 test.
 - b. No
3. Are you employed?
 - a. Yes
 - b. If yes: Please provide the name of your employer.
 - c. No
4. Are you a resident or employee of a congregate living facility?
 - a. Yes
 - i. If yes, have positive cases been identified in the facility
 - Yes
 - No
 - Don't know
 - b. No
5. Have you recently developed any COVID-19 symptoms (fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell)?
 - a. Yes
 - i. If yes, select one or more symptoms below
 - Fever
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - New loss of taste or smell
 - Other
 - b. No
6. Are you a:
 - a. Healthcare worker
 - b. First responder
 - c. Other social service employee
 - d. Utility worker
 - e. Grocery store worker
 - f. Food supply worker
 - g. Public employee

EXHIBIT F
SAMPLE REGISTRATION QUESTIONS

- h. Other essential worker
 - i. None of the above
7. Do you have chronic medical conditions that can increase the risk of severe COVID 19 illness?
- a. Yes
 - b. No
8. Were you advised to get tested for COVID-19 by a public health official?
- a. Yes
 - b. No
9. In the past 14 days, have you had contact with someone who has a confirmed case of COVID-19? Count any contact that lasted longer than 15 minutes, closer than 6 feet/1.8 meters away?
- a. Yes
 - b. No
10. Are you currently pregnant?
- a. Yes
 - b. No
 - c. Does not apply to me
11. Race:
- a. Asian
 - b. Multiple Asian
 - c. Cambodian
 - d. Chinese
 - e. Filipino
 - f. Indian
 - g. Japanese
 - h. Korean
 - i. Laotian
 - j. Vietnamese
 - k. Other Asian
 - l. Pacific Islander
 - m. Multiple Pacific Islander
 - n. Guamanian
 - o. Hawaiian
 - p. Samoan
 - q. Other Pacific Islander
 - r. Middle Eastern
 - s. Northern African
 - t. Other
 - u. Unknown
12. Ethnicity
- a. Hispanic or Latino
 - b. Not Hispanic or Latino

EXHIBIT F
SAMPLE REGISTRATION QUESTIONS

- c. Unknown
13. Do you have current health insurance?
- a. Yes – insurance plan/program name; insured ID number; insured policy group number
 - b. No
14. Patient relationship to insured
- a. Child
 - b. Other
 - c. Self
 - d. Spouse
15. Patient's information:
- a. First name
 - b. last name
 - c. What is your current gender identity?
 - Female
 - Male
 - Female-to-Male (FTM)/Transgender Male/Trans Man
 - Male-to-Female (MTF)/Transgender Female/Trans Woman
 - Genderqueer, neither exclusively male nor female, Non-Binary
 - Additional gender category or other, please specify _____
 - Choose not to disclose
 - d. How do you identify your sexual orientation?
 - Straight or heterosexual
 - Lesbian
 - Gay or homosexual
 - Bisexual
 - Something else, please describe _____
 - Don't know
 - Choose not to disclose
 - e. Preferred language
 - f. Mailing address; city; state; zip code
 - g. Contact info; phone – opt in to receive text message when testing results are ready; email – opt in to receive an email when testing results are ready.
 - h. Primary Care Provider Information: Please provide the contact information of your primary care provider or the physician/doctor that you see most frequently:
 - Name
 - Street/Mailing Address
 - Phone Number (XXX)-XXX-XXXX
 - Email

Exhibit G
HIPAA Business Associate Addendum

I. Recitals

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Agreement, Contractor, here and after, is the Business Associate of CDPH acting on CDPH' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI and PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or

Exhibit G
HIPAA Business Associate Addendum

condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code sectionS 1798.3 and 1798.29..
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:

Exhibit G

HIPAA Business Associate Addendum

- a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide CDPH with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;

Exhibit G

HIPAA Business Associate Addendum

- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement.
- e. Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

D. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of CDPH, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. *Availability of Information to CDPH and Individuals.* To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records

Exhibit G

HIPAA Business Associate Addendum

transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. *Amendment of PHI.* To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by CDPH.

H. *Internal Practices.* To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

I. *Documentation of Disclosures.* To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for CDPH as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for CDPH after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. *Breaches and Security Incidents.* During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. ***Notice to CDPH.*** (1) To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to CDPH by the Social Security Administration. (2) To notify CDPH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any

Exhibit G
HIPAA Business Associate Addendum

person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the CDPH ITSD Service Desk. Notice shall be made using the "CDPH Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the CDPH Privacy Office website (www.CDPH.ca.gov),

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "CDPH Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "CDPH Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDPH requests information in addition to that listed on the "CDPH Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide CDPH with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "CDPH Privacy Incident Report" form. CDPH will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

Exhibit G

HIPAA Business Associate Addendum

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Information Security Officer |
|--|---|--|
| See the Scope of Work exhibit for Program Contract Manager information | Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634 | Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874 |

Exhibit G
HIPAA Business Associate Addendum

- K. *Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:
1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or
 2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.
- L. *Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. *Sanctions and/or Penalties.*** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of CDPH

CDPH agrees to:

- A. *Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR section 164.520, as well as any changes to such notice.
- B. *Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

- A.** From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH's:

Exhibit G
HIPAA Business Associate Addendum

1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH' enforcement rights under the Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Agreement and shall terminate when all the PHI provided by CDPH to Business Associate, or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH' knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or
 2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of the Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify CDPH of the conditions that make the return or destruction infeasible, and CDPH and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or

Exhibit G
HIPAA Business Associate Addendum

received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of the Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit G
HIPAA Business Associate Addendum

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of CDPH, or access or disclose CDPH PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with CDPH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access CDPH PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- B. *Server Security.*** Servers containing unencrypted CDPH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain CDPH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Exhibit G

HIPAA Business Associate Addendum

- F. Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all CDPH PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDPH Information Security Office.
- I. System Timeout.** The system providing access to CDPH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to CDPH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI or PI, or which alters CDPH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to CDPH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Exhibit G
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing CDPH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing CDPH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing CDPH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under the Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore CDPH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

V. Paper Document Controls

- A. *Supervision of Data.*** CDPH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where CDPH PHI or PI is contained shall be escorted and CDPH PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** CDPH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

Exhibit G

HIPAA Business Associate Addendum

- D. *Removal of Data.*** CDPH PHI or PI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. *Faxing.*** Faxes containing CDPH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of CDPH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of CDPH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.